

SOFTWARE AND WEB LINK AGREEMENT

Version 2.0, March 16th, 2004

SAS, Inc. ("SAS") has developed software that would allow the undersigned's customers to purchase products over the Internet (the Software"). The Software is accessed through a web link (the "Link") to a SAS web server. The undersigned desires access to the Software through the Link to allow its customers to purchase products through the undersigned's website.

In consideration of use of the Software and the Link, the undersigned agrees to the following terms and conditions:

1. **Software Service.** During the term of this Agreement and in accordance with the terms hereof, SAS will provide the undersigned access to and the use of the Software. SAS may from time to time, as its sole discretion, change some or all of the functionality or any component of the Software to improve the performance, service quality, error correction or to maintain the competitiveness of the Software. At any time, SAS and the undersigned may agree to add new products, modify the products or provide the products through different companies.
2. **Title to Software.** The Software is licensed, not sold to the undersigned. The undersigned acknowledges and agrees that SAS possesses all right, title and interest, in and to the Software, any documentation, and any and all intellectual property rights associated therewith. The undersigned acknowledges that he/she/it receives no such right, title or interest to the Software, any documentation and any intellectual property rights associated therewith under this Agreement, except for the limited right of use described herein. The undersigned shall do nothing inconsistent with SAS's title to the Software. The undersigned agrees that he/she/it will not either during or after termination of this Agreement, contest or challenge SAS's ownership of the intellectual property rights in the Software and any documentation. The undersigned shall not and shall not allow its members, directors, officers, employees, or agents reproduce, decompile, or reverse assemble the Software or any portion of the Software.
3. **License.** SAS grants to the undersigned a world wide, non-exclusive, non-transferable, revocable right to use the Software during the term of this Agreement (the "License"). This License allows for an unlimited number of the undersigned's customers to remotely access and use the Software by means of the undersigned's website for the undersigned's business purposes only. The undersigned acknowledges and agrees that the companies that manufacture, produce, distribute and/or sell the products, not SAS, are responsible for administering, warranting and servicing the products, and for providing compensation to the undersigned.
4. **Server Hosting.** SAS agrees to host and maintain the Software on its server(s). SAS agrees to provide the undersigned with the Link to the Software. SAS cannot guarantee that use of the Software will be uninterrupted. The undersigned acknowledges and agrees that SAS owns any and all rights to, for all times, prior to, during and after the termination of this Agreement, the Link referenced herein.
5. **Confidentiality.** The parties agree not to permit access to or to disclose the other party's "Confidential Information," except to its authorized employees, agents, and contractors who are bound by confidential agreements and who need to use, or have access to, the other party's Confidential Information as permitted by this Agreement. Each party shall exercise all commercially reasonable safety precautions to protect the integrity and confidentiality of the other party's Confidential Information and shall inform all employees, agents and contractors having access to the Confidential Information of its confidential nature. "Confidential information" shall mean information, in whatever form, pertaining to a party's business, finances, customers, technology, marketing/product strategy, product offering that is identified or would be understood by the receiving party as being proprietary or confidential. The receiving party shall have no obligation of confidentiality with respect to any Confidential Information which the receiving party can demonstrate: a) was already known to the receiving party at the time of disclosure; b) is, or subsequently becomes, publicly available through no wrongful act of the receiving party; c) is disclosed to, or provided to, the receiving party by a third party without restrictions; or d) is developed independently by the receiving party without use of or access to the disclosing party's confidential information.
6. **Right to Perform Services for Others.** SAS shall be free, at all times, to develop, deploy, host and provide other services to other persons or entities, even though said parties provide the same or similar services and/or products as the undersigned. SAS retains the right and nothing shall prevent SAS from using any ideas, concepts, methods, processes, know-how, organization, techniques or any software, including the Software, in providing services to any third party.
7. **Limitations.**

(a) EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR THE SERVICES, SOFTWARE OR LINK PROVIDED UNDER THIS AGREEMENT. ALL SERVICES, LINKS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR ARISING FROM CUSTOM, COURSE OF DEALING OR TRADE USAGE. TO THE EXTENT PERMITTED BY LAW, SAS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAS DOES NOT WARRANT THAT THE USE OF THE SOFTWARE OR THE LINK WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SAS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT, OR OTHERWISE, FOR THE CONTENT OR THE CONTENT'S PRESENTATION CONTAINED IN THE UNDERSIGNED'S WEB SITES OR WEB PAGES OR ANY WEB SITES OR WEB PAGES TO WHICH THE UNDERSIGNED IS LINKED, PUBLISHED RATES, MISQUOTES, INCORRECT INFORMATION PROVIDED TO CUSTOMERS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE.

(c) SAS shall not be liable or held responsible for impact on use of the Software resulting from non-SAS operated equipment including, but not limited to, Internet congestion and failure.

(d) The undersigned agrees to indemnify, defend and hold SAS, its affiliates, employees, officers, directors and shareholders harmless from and against any claims, suits, actions or proceedings brought and damages, costs (including attorney's fees) or judgments awarded against SAS that arise from or in connection with i) breach of this Agreement by the undersigned, ii) any claims or lawsuits initiated by the

undersigned's customers, iii) the undersigned's failure to comply with any and all applicable laws or regulations. SAS will give the undersigned prompt written notice of any claims.

8. Term. This Agreement shall be effective as of the effective date and shall remain in force, until terminated as provided herein. Either party may terminate this Agreement at any time upon five (5) days written notice to the other party. In the event of termination, the License granted in Section 3 will automatically terminate, and SAS shall be entitled to immediately cease providing the Services and to immediately terminate the undersigned's access to the Software. The following sections of this Agreement shall survive termination of the Agreement: 2, 5, 7 and 10.

9. The undersigned is responsible for obtaining any and all hardware, software and services that are necessary to connect to the SAS server and access the software.

10. Miscellaneous.

(a) No Agency. SAS, in rendering performance under this Agreement, is acting and shall act solely as an independent contractor. The undersigned does not undertake by this Agreement or otherwise to perform any obligation of SAS, whether by regulation or contract. In no way is SAS to be construed as the agent or to be acting as the agent of the undersigned in any respect, any other provisions of this Agreement notwithstanding.

(b) Governing Law/Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to the choice of law provisions thereof. Wisconsin law shall govern all aspects of all actions brought relating to the subject matter of this Agreement, without reference to the choice of law provisions thereof. The parties hereto consent to the exclusive jurisdiction and venue of the United States District Court for the Western District of Wisconsin or the Circuit Court of Rock County for any action that may be brought in connection with this Agreement.

(c) Unenforceability. If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

(d) Notices. Under this Agreement, if one party is required or permitted to give notice to the other, such notice shall be deemed given either (i) when transmitted by facsimile or (ii) two business days after depositing the notice in the U.S. mail, first-class postage prepaid, if the notice was sent to the other party at the address or facsimile number specified above, or at such other address or facsimile number as the party may specify in writing in accordance with this paragraph.

(e) Injunctive Relief. Each party acknowledges that its breach of this Agreement may cause the other party irreparable damage for which recovery of money damages would be inadequate. Therefore, each party agrees that the other party shall be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any other remedies.

IN WITNESS WHEREOF, The undersigned and SAS have caused this Agreement to be signed and delivered by their duly authorized agents, all as of the dates et forth below.

Dated this ____ day of _____, 200__.

UNDERSIGNED

SAS, INC.

Company Name:

By:

By:

Title:

Title:

What SAS products are : ALNY and/or JNLIC Chesapeake STM BeniCard
you intending on using? Globe Life Ins. Company BHI - Markel Other _____
(check all that apply)

Accurately enter the website address that you are requesting SAS to approve the link(s) to:

Website Address(s): _____

_____ (Attach a separate sheet if you have more domains to add)

Is/Are the above domain name registered to you? Yes No

Please enter the following information exactly as you would like it to appear on the agent information section of the SAS online programs:

Agent Name: _____ Contact Number (_____) _____

Email Address(s): _____