DATA MANAGEMENT MASTER SERVICE AGREEMENT

This Data Management Master Services Agreement (this "Agreement") is made and entered into as of October 11, 2019 between EBIX, INC., RCS DIVISION a Delaware corporation (EBIX), and CSAC Excess Insurance Authority (EIA), a California Joint Powers Insurance Authority (JPA).

1. **UNDERLYING FACTS/RECITALS**

    1.1.   The EIA is a member directed risk sharing pool of California public entities that provides various services to the Client (s) as defined below.

    1.2.   The Client contracts with various Accounts (as defined below) who are required to provide continuous evidence of proper insurance coverage to the Client as a condition of doing business with the Client.

    1.3.   EBIX provides Data Management Services (as defined below), including insurance verification and administrative services, on a national basis for various commercial, industrial, retail and governmental organizations.

    1.4.   The EIA desires to engage EBIX to provide Data Management Services for the Client with respect to the Accounts and EBIX desires to perform such Data Management Services for the Client pursuant to the terms of this Agreement. It is understood by EBIX and the EIA that the receipt of the services pursuant to this agreement by any Client is voluntary and Clients may choose whether or not to receive services under this agreement at their discretion. Any Client choosing to receive services under this agreement shall execute the "New Client Purchasing Order," attached to this Agreement as **Exhibit D**.

2. **DEFINITIONS**

    Unless otherwise defined in this Agreement, capitalized terms shall have the meanings set forth below:

    2.1.   "Client" means an EIA Member including, but not limited to, the EIA itself and any city, county, special district, school district, JPA, or other public entity that is either a direct member of the EIA or is a member through its membership in a Risk sharing pool that purchases insurance services directly from the EIA.

    2.2.   "New Client Purchasing Order" (Purchasing Order) means a document required to be signed as a supplemental document to this Master Services Agreement. This document shall define Client specific scope of services to be performed by EBIX and all billing terms applicable to the Client.

    2.3.   "Account(s)" means vendors/contractors/suppliers and others who, as a requirement of doing business with the Client, must provide proof of insurance coverage to the Client in the forms and in such amounts as are established by the Client. For billing

purposes, Accounts are considered active while they are on the active Account listing and remain active until deactivated by the Client via the EBIX website or through the Client's designated account representative.

2.4.   "Confidential Information" means all information or material that is either confidential or proprietary to a party to this Agreement or that is designated as "Confidential Information" (or words having similar import) by a party to this Agreement ("Disclosing Party"), and made available to the other party in connection with the transactions contemplated by this Agreement ("Receiving Party"). "Confidential Information" is to be broadly defined and shall mean and consist of all information, oral or written, relating to the Disclosing Party's business, including, but not limited to, training and education protocols; policies and procedures; marketing and sales information; compensation and incentive compensation arrangements; price schedules; trade secrets; intellectual property; inventions and product designs, whether patented or not patented; discoveries; improvements; trademarks; service marks; copyrighted or copyrightable material; operating manuals; methods of operation; delivery models; proprietary computer programs; proprietary specifications; data; know-how; formats; strategies; business assumptions; business development and marketing plans; feasibility and marketing studies; budgets; forecasts; projections; financial information; pro formas; revenue and expense histories; supplier identities; characteristics and agreements; any information of commercial value or other utility in the business in which the Disclosing Party engages or in which it contemplates engaging; any information from a negative know-how viewpoint; and agreements, forms, documents, data, reports, interpretations, forecasts or records which contain, reflect or are derived from any of the preceding.   Confidential Information also includes all information the unauthorized disclosure of which could be detrimental to the Disclosing Party's interests, whether or not such information is identified as Confidential Information by the Disclosing Party; and all tangible or intangible embodiments or compilations of any of the preceding, including:

a.   agreements, documents, memoranda, reports, studies, forecasts, interpretations, flow charts, drawings, notes, summaries, records, manuals, books, data and applications, including copyright, trademark and patent applications;

b.   prototypes, models, blueprints, specifications, plans, programs, technical data and designs;

c.   books of accounts, operating and financial reports, financial statements, financial reports, cost summaries, tax returns and feasibility studies;

d.   any storage device containing electronic data, including hard drives, tapes, ZIP disks, JAZ disks, floppy disks, laptop computers, desktop computers and servers;

e. software programs, source codes, object codes or executable programs, including scripts, macros, designs, engineered algorithms, or any manifestations or realizations of such items, including any computer generated output of such items, such as screen displays, screen reports, printouts and other video or audio output, dynamic link libraries, web pages, active server pages, XML pages, DHTML pages, or HTML pages;

f. any audio, video or electronic recording; and

g. any other item or thing that contains, reflects or is derived from any of the items or things listed above or that were used in creating, designing, inputting, processing, retrieving, storing or reporting any of the items or things listed above.

Notwithstanding the foregoing, "Confidential Information" shall in no event include information that:

h. is or subsequently becomes publicly available unless such availability is the result of the Receiving Party's breach of any obligation owed to the Disclosing Party;

i. is already lawfully in the possession of the Receiving Party before receiving the Confidential Information from the Disclosing Party;

j. is received by the Receiving Party from a third party having rights to disseminate such information without restriction on disclosure or use;

k. is expressly approved in writing, but the Disclosing Party's authorized representative, for release or other use by the Receiving Party;

l. is independently developed by the Receiving Party without use of, or reference to, the Confidential Information of the Disclosing Party; or

m. is required to be disclosed by Receiving Party pursuant to a valid subpoena or Court order.

2.5. "Required Insurance" means those insurance coverages the Client's Accounts are required to obtain as a condition of doing business with the Client.

2.6. "Insurance Documents" means those documents relating to the Required Insurance for each defined Account category as described in **Exhibit A**, which is attached to this Agreement and incorporated by this reference.

2.7. "Data Management Services" and/or "Services" means the insurance and administrative services described in attached **Exhibit A**.

3. **EBIX RESPONSIBILITIES**

   3.1. Data Management Services. EBIX shall provide Client with the Data Management Services enumerated in attached **Exhibit A**. EBIX shall maintain the systems, processes, and personnel reasonably required by it to perform EBIX's obligations under this Agreement.

   3.2. Performance. EBIX shall perform the Data Management Services with a reasonable degree of care, promptness, and expertise.

4. **CLIENT RESPONSIBILITIES**

   4.1. Provision of Information. The Client agrees to provide to EBIX, in writing or electronic format, all information that is reasonably necessary for EBIX to perform the Data Management Services pursuant to this Agreement to the extent that such information is in Client's possession or control. This information generally includes Account information, data management specifications, individual contacts and the Client's policies and procedures concerning insurance compliance.

   4.2. Identification of Accounts. The Client shall identify in electronic format, all Accounts for which EBIX shall be required to provide Data Management Services under this Agreement.

   4.3. Cooperation. The Client shall cooperate with, and provide such support to EBIX as may reasonably be necessary for EBIX to perform its obligations and Services under this Agreement.

   4.4 Compensation. As consideration for EBIX's performance of Data Management Services under this Agreement, the Client shall pay to EBIX the amounts specified in **Exhibit B**, which is attached to this Agreement and incorporated by this reference, within the time periods set forth in **Exhibit B**.

5. **CONFIDENTIAL INFORMATION**

   5.1. Nondisclosure. The Client and EBIX hereby acknowledge and agree that during the Term of this Agreement, both parties may obtain Confidential Information of the other. Client and EBIX will not, and will ensure their respective officers, directors, employees and agents will not reprint, copy, reproduce or use the Confidential Information of the other party, nor will they sell, give away, transfer or otherwise disclose the Confidential Information of the other party without obtaining the prior written consent of the other party.

   5.2. Acknowledgment of Title. The Receiving Party acknowledges all right, title and interest in the Confidential Information delivered to the Receiving Party under this Agreement shall at all times remain with the Disclosing Party. The Receiving Party

acknowledges that by providing the Receiving Party with access to its Confidential Information, the Disclosing Party has not waived any confidentiality privilege or trade secret protection associated with its Confidential Information. Neither party grants or conveys to the other party any right, title or interest in its Confidential Information or other assets other than as expressly set forth in this Agreement.

5.3. <u>Client Reference List</u>. Upon receipt of prior written approval of the Client, EBIX may include the Client's name and specified key contact or contacts in any "EBIX Client Reference List" that may be requested by future potential clients.

5.4. <u>Press Release</u>: Upon receipt of prior written approval of Client, EBIX shall make press releases or other public announcement related to the relationship under this agreement between Client and EBIX

6. INSURANCE

EBIX shall procure the required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to the EIA prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall (where applicable) name the EIA, its officers, Board members, employees, agents and volunteers as additional named insureds. Failure to comply with the insurance requirements shall place EBIX in default. Upon request by the EIA, EBIX shall provide copies of any insurance policies to the EIA within ten (10) working days. The EIA may periodically review the minimum limits of EBIX's policies for the required coverage. In the event of a change in the minimum limits, EBIX shall inform the EIA of such change by giving written notice to the EIA no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that the EIA shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material chance or reduction in coverage.

    a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

    b. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

    c. Technology Professional Liability (Errors and Omissions) with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by EBIX in this agreement and shall include, but not be limited to, claims involving

infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

7.   INDEMNIFICATION & LIMITATION OF LIABILITY

7.1.   Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold the other party, its affiliates and their respective directors, officers, agents and employees (collectively, "Indemnified Party") free and harmless from and against all claims, demands, obligations, liabilities, losses, damages, costs and expenses, including attorneys' fees (collectively, "Liabilities"), resulting from the intentional or grossly negligent acts or omissions of the Indemnifying Party. The Indemnifying Party shall undertake full responsibility for the defense of any claim brought by any person or entity for which indemnity is sought which, if true, would constitute a breach of the Indemnifying Party's representations, warranties or covenants under this Agreement. The Indemnifying party shall have no obligation to indemnify or defend the Indemnified Party from or against any Liabilities resulting from the Indemnified Party's acts or omissions. Both parties understand and agree they will be inputting and transferring substantial amounts of data and handling large volumes of Insurance Documents. Consequently, neither party shall be liable to the other for losses, damages, costs or expenses which may result from unintentional errors or oversights in the provision of services under this agreement. This paragraph 7 shall survive termination of this Agreement.

7.2.   Indemnification Procedures. If any claim is asserted or any action or proceeding is brought for which a party to this Agreement may be entitled to indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing of such asserted claim or the institution of such action or proceeding; provided, however, that the Indemnified Party's failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it might otherwise have on account of this indemnity, except to the extent that the Indemnifying Party has been materially prejudiced by such failure to notify. The Indemnifying Party may contest or settle any such claim on such terms as the Indemnifying Party may choose, provided that the Indemnifying Party will not have the right, without the Indemnified Party's written consent, to settle any such claim if such settlement (i) arises from or is part of any criminal action, suit, or proceeding, (ii) contains a stipulation to, confession of judgment with respect to, or admission or acknowledgment of any liability or wrongdoing on the part of the Indemnified Party, (iii) relates to any tax matters, or (iv) provides for injunctive relief, or other relief or finding other than money damages, which is binding on the Indemnified Party.

Such defense will be conducted at the Indemnifying Party's sole cost and expense by attorneys retained by the Indemnifying Party and reasonably acceptable to the Indemnified Party, but the Indemnified Party will have the right to participate in such

proceedings and to be separately represented by attorneys of its own choosing. The Indemnified Party will be solely responsible for the costs of its separate representation, unless the parties agree that the interests of the Indemnified Party and the Indemnifying Party in the action conflict in such a manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for the Indemnified Party, in which case the Indemnifying Party shall pay for one separate counsel chosen by the Indemnified Party.

The Indemnifying Party and the Indemnified Party shall cooperate in determining the validity of any claim brought by a third party for any cost, expense, damage, or loss for which a claim of indemnification may be made under this Agreement. Each party shall also use all reasonable efforts to mitigate its damages, losses, costs and expenses.

7.3.   Client's Accounts. EBIX is not a party to any agreement between the Client and the Client's Accounts and has no responsibility for Liabilities suffered or incurred by Client as a result of the actions or omissions of the Client's Accounts. Specifically, EBIX is not responsible for any Liabilities arising out of or related to the failure of any of the Client's Accounts to maintain and convey Required Insurance, bonds or other liability protection. In addition, EBIX is not responsible for any Liabilities arising out of or related to false or fraudulent information provided to EBIX by the Client's Accounts.

7.4.   EBIX's Vendors. The Client and the EIA are not a party to any agreement that is between EBIX and EBIX's vendors and shall have no responsibility for Liabilities suffered or incurred by EBIX as a result of the actions or omissions of EBIX's vendors.

8.   TERM AND TERMINATION

8.1.   Term. The term of this Agreement shall commence on the date first written above and expire three (3) years thereafter, and shall automatically renew for successive one (1) year periods unless:

a.   ninety (90) days prior to the expiration of the initial term or a renewal term, written notice of termination effective as of the end of such initial or renewal term is given by either party; or

b.   termination is otherwise agreed to by the parties; or

c.   the Agreement is terminated pursuant to Paragraphs 8.2 or 8.3 of this Agreement.

8.2.   Termination for Cause. Either party to this Agreement shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the other if the

party to whom notice is given has materially breached any provision of this Agreement and such breach is not cured within the ninety (90) day period beginning on the date of the notice. The party claiming the right to terminate hereunder shall set forth in the notice of termination the specific facts constituting the other party's breach. Remedy of such breach within ninety (90) days of receipt of notice shall cure the breach and cause the Agreement to remain in effect for the remaining term, subject to any subsequent breach of the Agreement. If the alleged breach cannot be cured as a result of an act of God, strike or other labor disturbance, governmental intervention, or other cause beyond the control of the alleged breaching party (any such cause or event being referred to as a "Force Majeure Event"), the time period within which to cure such alleged breach shall be deemed to be extended by the number of days such Force Majeure Event continues; provided, however, that such time period shall in no event exceed 180 days from the alleged breach.

8.3. Termination for Convenience. Either party may terminate this agreement upon ninety (90) days prior written notice for any reason or for no reason. However, if the EIA terminates this agreement without cause (that is, if the agreement is terminated by the EIA for any reason other a material breach of any provision of this agreement by EBIX) during the initial one year term of this agreement, there shall be no refunds for the remaining term of the agreement. Should the EIA terminate this agreement at any point during the term of the agreement, EBIX shall continue to provide services to any Client wishing to continue to receive services pursuant to this agreement under the same terms and conditions as herein set forth.

8.4. Requirements Upon Termination. Upon termination of this Agreement, EBIX shall provide historical data and Insurance Documents to the Client in accordance with Section A-1.8 of **Exhibit A**.

9. **INDEPENDENT CONTRACTOR**

EBIX is an independent contractor of the Client and EBIX shall not perform any Services under this Agreement as an employee, agent or servant of the Client. All personnel retained or engaged by EBIX to perform EBIX's obligations under this Agreement shall be deemed to be employees or agents of EBIX, not the Client. The Client shall have no right to control or direct the details, manner or means by which EBIX provides the Services required under this Agreement. Notwithstanding the preceding, EBIX's provision of Services under this Agreement must not interfere with the Client's business operations and the results of EBIX's Services must meet the Client's specifications, project criteria and final approval. EBIX assumes full responsibility for providing benefits to its employees (*e.g.*, health insurance), if any, as well as for the withholding and payment of all federal, state, county and municipal taxes, including social security, unemployment insurance and disability insurance tax pertaining to services rendered by and compensation paid to EBIX. EBIX also assumes full responsibility for compliance with applicable workers' compensation insurance laws, as applicable. EBIX also shall obtain and maintain all licensing necessary to perform the Services under this Agreement.

10. DISPUTE RESOLUTION

10.1.   <u>Negotiation</u>. Each party to this Agreement shall be free to bring any controversy, claim, dispute or counterclaim arising out of or in connection with this Agreement or any resulting transaction, whether involving a disagreement about meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise ("Dispute"), to the attention of the other party at any time without prejudicing such party's rights under this Agreement, by giving the other party a written notice identifying the issues in Dispute. Within 10 days after the written notice is given, the parties shall meet (in person or by teleconference) and confer in good faith in an effort to resolve the Dispute.

10.2.   <u>Mediation and Litigation</u>. If the Dispute cannot be resolved informally by the parties within 10 days after the first meeting, the parties may together agree to submit the Dispute to mediation before any independent third party agreed upon by the parties, whose fees and costs shall be borne equally by the parties. Unless agreed to otherwise, the mediation must be completed within 30 days after selection of the mediator. If the parties are unable to resolve the Dispute informally or by mediation, then the Dispute shall be finally resolved via binding arbitration. The arbitration proceeding may be commenced by either party at any time after termination of the mediation.

10.3.   <u>Arbitration</u>. Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties informally or through mediation shall be resolved solely and exclusively through binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict:

a.   the parties will jointly select an arbitrator, but if the parties are unable to agree on an arbitrator, then the arbitration will be overseen by a three-person arbitration panel with one arbitrator being selected by each party and those two arbitrators then selecting the third arbitrator;

b.   each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator(s); and

c.   arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS's rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator(s) shall be final and conclusive. All such controversies, claims or disputes shall be

resolved in this manner in lieu of any action at law or equity. The arbitrator(s) shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator(s) shall be required to follow applicable law.

If for any reason this arbitration clause becomes not applicable, then each party may pursue remedy to the fullest extent permitted by applicable law, all rights to trial by jury as to an issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to this agreement or any other matter involving the parties hereto.

10.4.   Provisional or Ancillary Remedies. The provisions of this paragraph shall not limit the right of any party under California Code of Civil Procedure Section 1281.8 to obtain or oppose provisional or ancillary remedies, including, without limitation, temporary protective or restraining orders, preliminary and permanent injunctions, writs of possession, appointment of a receiver and such other provisional relief as a court of competent jurisdiction may deem appropriate before, during or after the pendency of mediation and/or arbitration proceedings under this agreement.

10.5.   Tolling Agreement. The running of any statute of limitations (other than the time periods specified in this paragraph) within which a party is required to take any action, perform any obligation or cure any breach by such party under this Agreement shall be tolled pending the final determination of any Dispute through the mediation process. The tolling period will commence when mediation is invoked and will conclude thirty (30) days after the final mediation session is held.

10.6.   Governing Law and Venue: This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Any litigation regarding this Agreement or its provisions shall be filed in the County of Sacramento, if in State Court, or in the Federal District Court nearest to Sacramento County, if in Federal Court.

11.   **GENERAL PROVISIONS**

11.1.   Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given and received:

a.   on the date of delivery if personally delivered or if delivered by facsimile with electronic confirmation of receipt, or

b.   on the day specified for delivery if sent by nationally recognized overnight courier service (*e.g.*, UPS, Federal Express, etc.), or

c.   three (3) business days after depositing with the United States Postal Service if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at their addresses set forth on the signature page of

this Agreement, or such other address as may be designated from time to time in writing by any party to all other parties.

11.2. Effect of Headings; Schedules and Exhibits. The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. All schedules and exhibits to this Agreement are incorporated into this Agreement in their entirety. When used in this Agreement, the word "include(s)" and "including" shall be deemed to be followed by the words "without limitation".

11.3. Assignments. The rights and obligations of the parties hereto may not be assigned or delegated without the express written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assignees.

11.4. Severability. Each provision of this Agreement is independent, separate and divisible, and in the event any provision of this Agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

11.5. Amendment and Waiver. No provision of this Agreement may be altered, amended or repealed in whole or in part other than by the written consent of all parties. No waiver shall be binding unless executed in writing by the party granting the waiver. Neither the failure nor delay on the part of any party to exercise any right, remedy, power, privilege or provision under this Agreement shall operate as a waiver of such right, remedy, power, privilege or provision. Waiver of any right, remedy, power, privilege or provision under this Agreement shall not be deemed or constitute a waiver of any other right, remedy, power, privilege or provision under this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver.

11.6. Entire Agreement. This Agreement constitutes the entire and complete agreement or understanding between the parties relating to the subject matter of this Agreement. All of the contracts and agreements, written or oral, between the parties which relate thereto are hereby terminated.

11.7. Authority to Make Agreements. Each party warrants and represents that it has the power to enter into this Agreement and to perform in accordance with the provisions hereof and that the Agreement has been duly and validly authorized executed and delivered in accordance with all applicable laws and governing instruments.

11.8.   Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns, nor shall any provision of this Agreement give any third persons the right to subrogation or action over or against any party to this Agreement.

11.9.   Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, and each such counterpart shall be deemed to be an original instrument as to the party whose signature appears on such counterpart, and all of which together shall constitute one and the same instrument.

11.10. Construction. This Agreement has been negotiated at arms length and each party has been given the opportunity to be represented by legal counsel and to the extent such party has deemed necessary, each party has consulted with independent legal counsel with respect to such party's rights and obligations under this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties and the purpose of this Agreement.

11.11. Force Majeure. Neither party shall be obligated to perform hereunder to the extent performance is impeded by an act of God, strike or other labor disturbance not caused by such party, governmental intervention, or any other cause that is not caused by, and beyond the reasonable control of, the non-performing party (any such cause or event being referred to as a "Force Majeure Event"); provided, however, that the party sufferance the effects of any Force Majeure Event uses commercially reasonable diligence to re-commence performance in a timely manner.

11.12. Original Signatures. The parties hereby agree that facsimile signatures, whether transmitted by telephone facsimile machine or computer transmitted files will be considered original signatures for all purposes including authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.
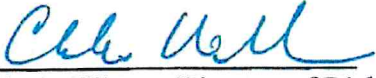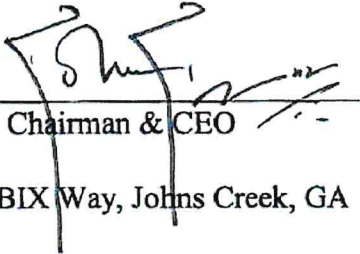
By: CSAC Excess Insurance Authority	By: EBIX Inc., RCS Division
By: _____ Charles Williams, Director of Risk Control	By: _____ Robin Raina, Chairman & CEO
Address: 75 Iron Point Circle, Suite 200 Folsom, CA 95630	Address: 1 EBIX Way, Johns Creek, GA 30097

EXHIBIT A

INSURANCE CERTIFICATE DATA MANAGEMENT
SCOPE OF SERVICES

A-1. **EBIX REQUIREMENTS**

A-1.1. EBIX shall establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for the Client's Accounts. The most recent insurance certificate information and corresponding tracking information is to be kept in the database along with scanned images of current and historical Insurance Document(s) received and accumulated over time.

As part of the tracking service, EBIX shall:

a. Establish and maintain a post office box, email address, and fax number for receiving Insurance Documents and process all such mail received <u>within 5 working days.</u>

b. Scan all Insurance Documents to the appropriate Account as part of the tracking process.

c. Keep insurance history records updated with all Insurance Documents that are received and can be matched to Accounts.

d. Return to Client via regular mail, all miscellaneous correspondence and documents received which do not pertain to the Accounts being tracked.

e. Appoint and maintain a team of account executives as point of contact to work directly with the Client's and the EIA

A-1.2. EBIX will track the insurance coverage types as required for any Account

A-1.3. EBIX will produce and mail insurance notices to each agreed upon Account or the Account's insurance agent/broker at intervals determined during the implementation of Services. Notice formats and notice cycles are as follows:

Notice Formats
Introductory Notice (Intro)
No Coverage Notice 1 (NC1)
No Coverage Notice 2 (NC2)
No Coverage Notice 3 (NS)
Deficient 1, Expiring, Cancelled (IC1,EC1, CC1)
Deficient 2, Expired   (IC2, EX1)

Deficient Final, Expired Final, Cancelled Final (IS, ES, CS)

Cycle and Notice Type Used
    Introductory Cycle
        Intro- Transition Notice
        No Coverage Notice (NC 1)
        No Coverage -2nd Request Notice (NC 2)
        No Coverage Final Notice (NS)
    No coverage cycle (post Introductory Cycle)
        No Coverage Notice (NC1)
        No Coverage -2nd Request Notice (NC2)
        No Coverage – Final Notice (NS)
    Expiring coverage cycle
        Expiring Notice (EC1)
        Expired coverage notice (EX1)
        Expired coverage – Final Notice (ES)
    Deficient /incomplete coverage cycle
        Deficient /Incomplete coverage Notice (IC1)
        Deficient/Incomplete coverage -2nd Notice (IC2)
        Deficient/Incomplete coverage – Final Notice (IS)
    Cancelled coverage cycle
        Canceled coverage Notice (CC1)
        Canceled Coverage - Final Notice (CS)

(Note: Notice types in the Expiring coverage cycle are issued for active accounts other than those in default status and referral status as of coverage renewal date(s)).

A-1.4. Interface with the Client (via fax/phone/mail) to resolve Client defined insurance "deficiencies" regarding the Account's insurance status

A-1.5. Provide the Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements

A-1.6. Provide management reports, accessible via the Internet, communicating to the Client, information identifying Accounts failing to provide Insurance Documents required by the Client evidencing Required Insurance. Reports include: Default Report, Referral Report and Unidentified Certificate Report.

A-1.7. Develop the Client's insurance management database within the performance specifications agreed upon by both parties.

A-1.8. Provide historical data to the Client upon Agreement termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Client's EBIX databases along with images of all the certificates received from all Accounts. This data will be uploaded to a secured FTP server and credentials to

access it will be shared with the client, within thirty (30) days of Agreement termination. This data will be available on the FTP site for the client to download and verify, for up to 30 days.

A-1.9. Notify the Client in writing at least sixty (60) days in advance of any software changes affecting data transfer between Client and EBIX.

A-1.10. Provide system upgrades as they become available at no additional charge.

A-2. CLIENT REQUIREMENTS

A-2.1. Provide a means for EBIX to procure all new and/or changed Accounts' status information in a timely and cost efficient manner.

A-2.2. Provide a list of guidelines/parameters to use to evaluate an Accounts' insurance coverage for purposes of acceptance or deficiency reporting.

A-2.3. Provide a single Client contact to resolve Account insurance deficiency issues that have "run their course" according to defined operating procedures (based on the established insurance requirement parameters supplied by the Client) and to resolve other such contract and data management issues.

A-2.4. Provide EBIX with updates identifying all Accounts (with their corresponding unique Account #) for whom the Client desires EBIX to provide Data Management Services. All non-matching Accounts (by Account #) will be kept in the database for historical reference.

A-2.5. Provide EBIX with required Client logo artwork for use on Account deficiency notices.

A-3. INTERNET ACCESS

A-3.1. EBIX will provide 24-hour on-line access to the Client's Insurance Certificate database via Internet, providing the Client both viewing and printing capabilities of current and historical scanned certificates as well as management reporting capabilities for as long as this Agreement is in effect

EXHIBIT B

INSURANCE CERTIFICATE DATA MANAGEMENT
COST OF SERVICE AND BILLING

B-1. COST OF SERVICES

B-1.1. Certificate Tracking and Reporting (including phone support)

Certificate of Insurance Management Services		
Annual Per Account Fee		**$15.13**
Additional Services		
Implementation Services	Historical Documents Scan And Enter To The System	$1.75 Per Document
Services	Insurance Requirements Abstraction From Contracts	$24 Per Contact
Services	Rush Pre Approval of An Account (24 Hours Processing)	$28 Per Rush Request
Services	Tracking of Standalone Additional Insured Endorsements (Non-Construction)	$2.10 Per Account Per Year
Services	Tracking of Standalone Ongoing And Completed Operations Endorsement (Construction)	$2.10 Per Account per Year for either endorsement, $4.20 for both
Services	Additional CD-ROM Summary	$350
Services	Deficiency Phone Follow up: Bundled Fee (need to be paid for all accounts)	$2.40 Per One Call Per Default Account
Services	Deficiency Phone Follow up (Case on Case Basis)	$7.80 Per Call

B-1.2. Fees charged for work performed by EBIX during the initial phases of this Agreement to commence Service to the Client and to begin bringing Accounts into compliance with the Client's requirements are as follows:

Transition Client File Set-up and Conversion:
A one-time fee of $1,200 shall be required to transition the Client from another service provider to EBIX. This fee shall include set up programming and for loading of the Client's database to the EBIX system. The Client acknowledges that a significant portion, if not all, of the cost of file set up / conversion is incurred in the initial stages of implementing the Client's program. Therefore, there will be no refunds of any amounts paid in the event the Client terminates this Agreement prior to expiration of the Term.

New Client File Set-up and Conversion:
A one-time fee of $3,000 shall be required to perform set up programming and for loading of the Client's database to the EBIX system.

The Client acknowledges that a significant portion, if not all, of the cost of file set up/conversion is incurred in the initial stages of implementing the Client's program. Therefore, there will be no refunds of any amounts paid in the event the Client terminates this Agreement prior to expiration of the Term.

B-1.3. Additional fees may be assessed for additional services and/or program modifications added after the inception of service to the Client. The Client will have the right to review and approve changes before being assessed. Program modifications that require EBIX to perform custom programming shall be performed at a rate of $180 per hour.

B-1.4. CPI Adjustment – Each year in January, the fees charged by Ebix shall be adjusted to reflect the annual change in the Consumer Price Index, average annual year end, for all Urban Consumers, Los Angeles-Riverside, Orange County, CA as issued by the Bureau of Labor Statistics of the United States Department of Labor,("CPI Index"). The first CPI Adjustment shall be made as of January, 2021 and shall remain the same until subsequent adjustments are made as of each January of each year thereafter. The change in the fee will be determined by multiplying the total invoice amount for a month by a fraction. For the first year's adjustment, the numerator in the fraction will be the CPI Index for 2020 by the denominator, CPI Index for, 2019 (base year). The fraction for subsequent years will be determined by taking the CPI Index for the current year-end (numerator) and dividing it by the base year CPI Index (the denominator). Revisions to the CPI Adjustment shall be reflected in a billing adjustment each February and shall remain unchanged until the next annual CPI Adjustment. In recognition of the fluctuating cost of doing business over time, after the first year term of the agreement, EBIX may adjust any of the aforementioned fees. Such price adjustments will be capped in any calendar year at 3% of the total cost of the services or the actual CPI adjustment, whichever is lower.

B-2. BILLING

B-2.1. Invoices shall be issued to the Client by EBIX, at the end of the quarterly billing cycle for services rendered at the pricing specified in **Exhibit B**, Section B.1.1 to B.1.5 of this agreement. Account fees will be based on the total vendor count at the end of the quarter. The first day of the annual billing terms shall be either (1) the date that EBIX first commences issuance of introductory notices described in **Exhibit A**, Section A-1.3 of this Agreement or (2) 45 days after the date of this Agreement, whichever comes first.

Fees for incremental Accounts added in excess of the initial count of Accounts (if any) shall be billed at the beginning of each month. For billing purposes, such "overage" Accounts will be considered as Active Accounts until the end of the current annual Term. For subsequent years, Annual fees are based on the number of Accounts on the system as of the anniversary date. Fees for monthly incremental Account totals added in excess of the amount billed on the anniversary date shall be billed monthly by Ebix.

B-2.2.   Invoices will be issued quarterly as described in Paragraph B-2.1 on the first day of the month of each subsequent billing quarter.

B-2.3.   The Client will remit total payment due for Services provided by EBIX within 30 days of receipt of invoice from EBIX. If an invoice is not paid within 45 days of the invoice date, the Client must pay:

    a.   a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;

    b.   EBIX's collection expenses, including reasonable attorneys' fees.

B-2.4.   If the Client has a good-faith dispute related to an invoiced amount, the Client must notify EBIX within 30 days of receipt of the disputed invoice. Pending the outcome of the dispute, the Client may withhold payment of the disputed amount but must pay the balance of the invoice. Both parties must work diligently and in good faith to resolve any disputed invoice amounts within 30 days of the notice of dispute. If the Client fails to dispute an invoiced amount within 180 days of the invoice date, the Client waives any claim related to that invoice.

B-2.5.   EBIX shall not be obligated to provide services to the Client if payment has not been remitted by the Client in accordance with Paragraphs B-2.1 through B-2.3 above

EXHIBIT C

POOL SERVICE PROVIDERS' BILL OF RIGHTS

The CSAC Excess Insurance Authority (Authority) recognizes its place as one of the premier organizations in the public entity pooling industry. We are constantly striving to achieve the goals of excellence in governance and management by conducting our official business with social responsibility that will encourage public trust.

The Authority has established standards that our business partners – pool service providers (PSP's) – should expect in serving the Authority and its members. The basic rights that PSP's should expect while providing services to the Authority, include the following:

1. PSP's should expect to be treated consistently with dignity, respect, and professionalism.

2. PSP's should not be expected to provide gifts, perks or other benefits to members of the Board of Directors or Committees, or staff members (or any person or organization associated with them) as a condition of doing business with the pool.

3. PSP's should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. The Authority recognizes that there is a direct cost to the PSP in preparing every service proposal.

4. PSP's should expect to have a written service agreement with the Authority specifying all terms and conditions of the contractual relationship.

5. PSP's should only be expected to provide services contained within the scope of the service agreement.

6. PSP's should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

Service Providers' Bill of Rights   Page 1 of 1
Approved June 1, 2007

EXHIBIT D

INSURANCE CERTIFICATE DATA MANAGEMENT
NEW CLIENT PURCHASING ORDER

Purchasing Order No: _____
Purchasing Order Effective Date: ____/____/20__
Client Name: _____

Product	Description	Total Unique Accounts	Per Account Per Year Fee
Insurance Certificate Data Management	Full Service Model		
Please be advised that certain Services are subject to applicable State Sales Tax, which may affect the final total.			

Client Address: _____

Attn: _____

This Purchasing Order for Licenses and/or Services (**Purchasing Order**) is made effective (the **"Purchasing Order Effective Date"**) as of the date it is signed by and between Ebix, Inc. and the Client listed below (**"Client"**) pursuant to the EBIX's Master Data Management Services Agreement with CSAC Excess Insurance Authority (EIA), a California Joint Powers Insurance Authority (JPA) for License and Services between Client and EBIX.. This Order hereby incorporates the terms of the Master Data Management Services Agreement and all Exhibits thereto as if fully set forth herein. Any capitalized terms not defined in this Purchase Order have the meaning ascribed to them in the Master Agreement. All amounts stated are in United States Dollars and are exclusive of applicable taxes and expenses. Any conflict between the Master Data Management Services Agreement and this Purchasing Order shall be resolved in favor of this Purchase Order. EBIX shall perform services under this Purchase Order as outlined below.

STANDARD SCOPE OF SERVICES

A-1. EBIX REQUIREMENTS

A-1.1.   EBIX shall establish and maintain all systems and programs necessary to maintain an accurate and up-to-date database of information concerning insurance information for the Client's Accounts. The most recent insurance certificate information and corresponding tracking information is to be kept in the database along with scanned

images of current and historical Insurance Document(s) received and accumulated over time.

As part of the tracking service, EBIX shall:

a. Establish and maintain a post office box, email address, and fax number for receiving Insurance Documents and process all such mail received <u>within 5 working days.</u>

b. Scan all Insurance Documents to the appropriate Account as part of the tracking process.

c. Keep insurance history records updated with all Insurance Documents that are received and can be matched to Accounts.

d. Return to Client via regular mail, all miscellaneous correspondence and documents received which do not pertain to the Accounts being tracked.

e. Appoint and maintain a team of account executives as point of contact to work directly with the Client's and the EIA

A-1.2. EBIX will track the insurance coverage types as required for any Account

A-1.3. EBIX will produce and mail insurance notices to each agreed upon Account or the Account's insurance agent/broker at intervals determined during the implementation of Services. Notice formats and notice cycles are as follows:

Notice Formats
Introductory Notice (Intro)
No Coverage Notice 1 (NC1)
No Coverage Notice 2 (NC2)
No Coverage Notice 3 (NS)
Deficient 1, Expiring, Cancelled (IC1,EC1, CC1)
Deficient 2, Expired (IC2, EX1)
Deficient Final, Expired Final, Cancelled Final (IS, ES, CS)

Cycle and Notice Type Used
Introductory Cycle
Intro- Transition Notice
No Coverage Notice (NC 1)
No Coverage –2nd Request Notice (NC 2)
No Coverage Final Notice (NS)
No coverage cycle (post Introductory Cycle)
No Coverage Notice (NC1)

No Coverage –2nd Request Notice (NC2)
No Coverage – Final Notice (NS)
Expiring coverage cycle
Expiring Notice (EC1)
Expired coverage notice (EX1)
Expired coverage – Final Notice (ES)
Deficient /incomplete coverage cycle
Deficient /Incomplete coverage Notice (IC1)
Deficient/Incomplete coverage –2nd Notice (IC2)
Deficient/Incomplete coverage – Final Notice (IS)
Cancelled coverage cycle
Canceled coverage Notice (CC1)
Canceled Coverage - Final Notice (CS)

(Note: Notice types in the Expiring coverage cycle are issued for active accounts other than those in default status and referral status as of coverage renewal date(s)).

A-1.4.   Interface with the Client (via fax/phone/mail) to resolve Client defined insurance "deficiencies" regarding the Account's insurance status

A-1.5.   Provide the Account telephone service to answer account and agent questions regarding coverage deficiencies and other issues related to meeting defined insurance requirements

A-1.6.   Provide management reports, accessible via the Internet, communicating to the Client, information identifying Accounts failing to provide Insurance Documents required by the Client evidencing Required Insurance. Reports include: Default Report, Referral Report and Unidentified Certificate Report.

A-1.7.   Develop the Client's insurance management database within the performance specifications agreed upon by both parties.

A-1.8.   Provide historical data to the Client upon Agreement termination listing the known condition (current, inactive, deficiency etc.) of all active/inactive Accounts in the Client's EBIX databases along with images of all the certificates received from all Accounts. This data will be uploaded to a secured FTP server and credentials to access it will be shared with the client, within thirty (30) days of Agreement termination. This data will be available on the FTP site for the client to download and verify, for up to 30 days.

A-1.9.   Notify the Client in writing at least sixty (60) days in advance of any software changes affecting data transfer between Client and EBIX.

A-1.10. Provide system upgrades as they become available at no additional charge.

A-2.   CLIENT REQUIREMENTS

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COST OF SERVICE AND BILLING

B-1. COST OF SERVICES

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incremental Account totals added in excess of the amount billed on the anniversary date shall be billed monthly by Ebix.

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    a.   a late charge of 1.5% per month or the maximum lawful rate, whichever is less and;

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B-2.4.   If the Client has a good-faith dispute related to an invoiced amount, the Client must notify EBIX within 30 days of receipt of the disputed invoice. Pending the outcome of the dispute, the Client may withhold payment of the disputed amount but must pay the balance of the invoice. Both parties must work diligently and in good faith to resolve any disputed invoice amounts within 30 days of the notice of dispute. If the Client fails to dispute an invoiced amount within 180 days of the invoice date, the Client waives any claim related to that invoice.

B-2.5.   EBIX shall not be obligated to provide services to the Client if payment has not been remitted by the Client in accordance with Paragraphs B-2.1 through B-2.3 above

IN WITNESS WHEREOF, the parties to this **Purchasing Order** have caused it to be duly executed by their respective duly authorized representatives.

CLIENT NAME: **EBIX, INC.**

_____   _____

Authorized signature/Title   *Authorized signature/Title*

_____   _____

Date: ___/___/20____   Date: ___/___/20____