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## TYLER INSURANCE FILINGS COMPANY PARTICIPATION AGREEMENT

### A. Parties to and Purpose of this Agreement.

This Company Participation Agreement ("Agreement") is between National Online Registries, LLC dba Tyler Insurance Filings ("TYLER INSURANCE FILINGS"), a Colorado limited liability company and wholly owned subsidiary of Tyler Technologies, Inc. ("TYLER TECHNOLOGIES"), and \_\_\_\_\_ ("Company," defined in Section B below).

Whereas, TYLER INSURANCE FILINGS and TYLER TECHNOLOGIES have extensive experience in facilitating electronic commerce solutions for agencies and their customers; and

Whereas, the National Conference of State Transportation Specialists ("NCSTS") has appointed an electronic filing task force that has endorsed TYLER INSURANCE FILINGS, which unites multiple insurance companies and agencies under a single electronic filing process; and

Whereas, TYLER INSURANCE FILINGS, with the endorsement of the NCSTS, has developed and is facilitating, maintaining, and managing a central repository of insurance information ("Repository," defined in Section B below), the function of which is to receive and distribute insurance certificate filings using the internet; and

Whereas, Company, all Subsidiaries of Company, and its Affiliates (defined in Section B below) wish to use TYLER INSURANCE FILINGS' Repository to file insurance information with agencies; and

Whereas, TYLER INSURANCE FILINGS has entered into Agency Participation Agreements with the agencies listed on Exhibit A attached hereto and incorporated herein ("Agencies"), said exhibit to be periodically updated as additional Agencies choose to participate;

Therefore, Company and TYLER INSURANCE FILINGS agree to participate under the terms and conditions outlined in this Agreement.

### B. Definitions

For the purposes of this agreement, definitions appear below:

1. Repository: central location in which insurance filing data is stored, maintained, and managed by TYLER INSURANCE FILINGS.
2. Company: an insurer, managing general agent (MGA), or insurance company

representative that wishes to use TYLER INSURANCE FILINGS' Repository to file insurance information with Agencies.

3. Subsidiary/Affiliate: an entity that (a) a party directly or indirectly controls; (b) is controlled by such party; or (c) is under common control with such party.

### **C. Duties and Responsibilities of TYLER INSURANCE FILINGS.**

Subject to the terms and conditions of this Agreement, TYLER INSURANCE FILINGS agrees to provide the following services to Company (and its Subsidiaries and Affiliates):

1. Manage the online Repository and provide access to Company for the purpose of searching, viewing, submitting and retrieving data and interacting with information contained in the Repository.
2. Employ security and internal control procedures for the Repository that meet with generally accepted and reasonably prudent standards, and notify Company, in a timely manner, of any scheduled Repository down time. TYLER INSURANCE FILINGS conducts an annual assessment of enterprise cybersecurity controls in accordance with the National Institute of Standards and Technology (NIST) and agrees to provide an assessment summary and statement of compliance to Company, upon request.
3. Act as a conduit to transmit insurance filings with the Agencies using the information provided by Company.
4. Seek to increase Agency participation in the Repository. Participating Agencies are listed on Exhibit A.
5. Provide customization of Repository to Company, as Company may reasonably request and is subsequently accepted by TYLER INSURANCE FILINGS, in its sole discretion. Customizations may be subject to additional fees.
6. Maintain records documenting the usage of and access to the Repository.
7. Report to Company (and its Subsidiaries and Affiliates) the participating Agency's approval or rejection of filing(s) within a timely manner.
8. Provide, operate, maintain and manage all data and software for the Repository. Repository upgrades shall be made periodically during the term of this Agreement, at the expense of TYLER INSURANCE FILINGS. TYLER INSURANCE FILINGS shall keep Repository downtime to a minimum during upgrades. Repository will include appropriate security, backups, offsite data retention, and business continuity so that Repository data is protected from failures and interruptions.
9. Perform any other general services as may be agreed upon by both parties in writing.

#### **D. Duties and Responsibilities of Company.**

Company agrees to:

1. Use TYLER INSURANCE FILINGS guidelines to format insurance data and provide insurance data to Repository on a timely basis.
2. Access and use the Repository to file insurance forms with the participating Agencies.
3. Limit access to the Repository to only Company's employees or other persons authorized by Company.
4. Maintain active user list in TYLER INSURANCE FILINGS and disable user accounts when a person previously authorized by Company is no longer authorized or employed by the Company.
5. Notify TYLER INSURANCE FILINGS when Company's legal name has changed.
6. Provide TYLER INSURANCE FILINGS with name(s), email(s), and phone number(s) of Company's technical contact(s).
7. Reasonably assist TYLER INSURANCE FILINGS with the evaluation of the services and performance of the Repository, and recommend and assist in the evaluation of improvements to the Repository.
8. Ensure that all information provided to the Repository is accurate and complies with all applicable state and federal laws or regulations.
9. Ensure the signee is certifying by their action in submitting filings online through the Repository that they represent the insurance underwriting company they have named in the filing and that the signee has the authority to bind that particular company in accordance with the content of the filing the signee has made with respect to the insured indicated on that filing.
10. Ensure all insurance filings transmitted to Agencies by TYLER INSURANCE FILINGS pursuant to the "Agency Participation Agreement," entered into between the Agency and TYLER INSURANCE FILINGS, and which insurance filings reasonably appear to have been submitted by Company or on Company's behalf, are binding on Company and have the same force and effect as if Company had filed those insurance filings directly with the Agency.
11. Immediately notify TYLER INSURANCE FILINGS of any errors with the insurance data supplied by Company to the Repository.

#### **E. Service Delivery Timing.**

1. TYLER INSURANCE FILINGS agrees to perform the services listed under Section C of

this Agreement in a timely manner. This performance, however, is contingent upon the timely receipt of accurate data from the Agencies and Company. TYLER INSURANCE FILINGS shall have no liability to Company if Company (and its Subsidiaries and Affiliates) or the Agencies do not furnish, on a timely and accurate basis, all the information necessary to keep the Repository current or make the requisite filings with the Agencies.

2. When Company transmits a filing to the Repository, TYLER INSURANCE FILINGS shall promptly notify the appropriate Agencies of the filing.

3. The acceptance date of a filing corresponds to the date when an Agency accepted the filing. TYLER INSURANCE FILINGS will notify Company when an Agency accepts or rejects a filing. Company may access the Repository at any time to view the status of any filing made by Company.

4. Paper forms may be generated through the Repository for non-participating Agencies. Company is responsible for the submission of paper filings to Agency. TYLER INSURANCE FILINGS is not responsible for communicating the Agency's acceptance or rejection of a paper filing.

5. THE PARTIES HERETO AGREE THAT ALL INFORMATION AND FILINGS TRANSMITTED TO THE AGENCIES VIA THE REPOSITORY WILL BE DEEMED ACCEPTED OR REJECTED WHEN EACH AGENCY HAS TRANSMITTED BACK TO THE REPOSITORY ITS OFFICIAL ACCEPTANCE OR REJECTION OF THE FILING.

#### **F. Disclaimer of Service and Responsibilities by TYLER INSURANCE FILINGS.**

TYLER INSURANCE FILINGS will only provide services and assume responsibilities relating to Company as set forth in this Agreement. TYLER INSURANCE FILINGS specifically, without limitation:

1. Has no responsibility to verify that the insurance information supplied by Company to the Repository is accurate.
2. Is not liable for any loss to Company or its insureds for the refusal or failure of any Agency to accept, approve or act on any of the filings made by Company.
3. Is not responsible for any loss incurred due to the inaccuracy, incompleteness, or lack of timeliness of information received from Company.
4. Is not responsible to ascertain the fitness nor compatibility of an Agency's computer system with the Repository.
5. Is not responsible for, or liable for any losses resulting from, the improper execution of, or any changes to, the internal procedures of Company or Agency.
6. Is not responsible for any direct or consequential losses or damages of any

nature whatsoever arising from any failure of the Repository, including, but not limited to, any interruption of service or loss of data.

#### **G. Fees.**

1. Company shall pay TYLER INSURANCE FILINGS a fee of \$5.50 per each filing to each Agency that is submitted electronically to the Repository and/or for each paper form generated. This fee may be adjusted from time to time by TYLER INSURANCE FILINGS upon thirty (30) days' notice to Company. This fee includes payment for all expenditures of TYLER INSURANCE FILINGS for services defined in the Agreement, including but not limited to TYLER INSURANCE FILINGS' administration, computer systems (including software), legal, security, personnel, and other direct and indirect expenses.
2. TYLER INSURANCE FILINGS may charge additional administrative fees, including non-sufficient fund fees, and sales, use and excise taxes, with respect to certain services. TYLER INSURANCE FILINGS may charge additional fees for additional services provided by TYLER INSURANCE FILINGS upon thirty (30) days' notice to Company.
3. Company shall pay TYLER INSURANCE FILINGS for all fees invoiced no later than thirty (30) days from the date of TYLER INSURANCE FILINGS' invoice. TYLER INSURANCE FILINGS shall distribute monthly invoices to Company at the email address set forth in Section V.
4. Company shall pay a delinquency charge of 1.5% per month for amounts past due, or the amount required by law, if less.

#### **H. Termination of this Agreement.**

1. Company or TYLER INSURANCE FILINGS may terminate Agreement at any time by providing written notice to the other party in accordance with the Notices section of this Agreement. Company will be responsible for payment of any outstanding invoices for TYLER INSURANCE FILINGS services rendered prior to receipt of the termination notice.

#### **I. Relationships.**

1. Company acknowledges that TYLER INSURANCE FILINGS is acting as a conduit for filing the insurance information and filings, supplied to the Repository by Company, with the Agencies. TYLER INSURANCE FILINGS' authority shall be limited to that which is expressly stated in this Agreement, and nothing in this Agreement will be construed as creating any other relationship between the parties. The parties agree that neither party assumes any liability, agrees to pay any amount, or undertakes performance of any task or obligation not expressly set forth herein.
2. Nothing contained in the Agreement shall be deemed or construed to constitute an agreement on the part of TYLER INSURANCE FILINGS to assume

responsibilities of Company with respect to any obligations owed by Company to any third party or to confer any benefit upon any other person or entity other than the parties hereto.

3. TYLER INSURANCE FILINGS shall not be deemed a partner, joint venturer, agent, independent contractor, or fiduciary of Company.

#### **J. Representations and Warranties of TYLER INSURANCE FILINGS.**

TYLER INSURANCE FILINGS hereby represents and warrants to Company that:

1. TYLER INSURANCE FILINGS is a limited liability company duly organized, validly existing and in good standing under the laws of Colorado with full power and authority (corporate or otherwise) to consummate the transactions contemplated by this Agreement. It is qualified or has applied to do business as a foreign corporation in each state with an Agency listed in Exhibit A hereto.
2. The execution, delivery, and performance of this Agreement have each been duly and validly authorized by TYLER INSURANCE FILINGS and, when executed and delivered, this Agreement will be a valid and binding obligation of TYLER INSURANCE FILINGS enforceable against TYLER INSURANCE FILINGS in accordance with its terms.
3. The execution, delivery and performance of this Agreement and other documents contemplated hereby by TYLER INSURANCE FILINGS does not, and the consummation of the transactions contemplated hereby will not violate the provision of the Articles of Organization or Operating Agreement of TYLER INSURANCE FILINGS.

#### **K. Representations and Warranties of Company.**

Company hereby represents and warrants to TYLER INSURANCE FILINGS that:

1. Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full power and authority (corporate or otherwise) to consummate the transactions contemplated by the Agreement. Company is qualified to do business as a domestic or foreign corporation in all states with an Agency to whom they submit filings.
2. The execution, delivery, and performance of the Agreement, and all other documents contemplated by this Agreement by or on behalf of Company, have each been duly and validly authorized by Company, and, when executed and delivered, the Agreement and such other documents executed by Company will be valid and binding obligations of Company enforceable against Company in accordance with its respective terms.
3. The execution, delivery, and performance of this Agreement and other documents contemplated hereby by Company does not, and the consummation of

the transactions contemplated hereby will not, violate the corporate documents of Company or any material provision of any material agreement, contract, order, arbitration award, judgment or decree to which Company is a party or by which Company is bound.

4. Company is duly authorized and empowered to act on behalf of the insured for whom it submits filings to the Repository.

**L. Standard of Performance.**

TYLER INSURANCE FILINGS represents to Company that it is well qualified and experienced in the field of digital information processing and TYLER INSURANCE FILINGS will perform its obligations hereunder in a proper and timely manner and in good faith.

**M. Reliance on Company Data and Direction.**

1. TYLER INSURANCE FILINGS will use reasonable efforts to identify errors in data and obtain corrections to erroneous data, but TYLER INSURANCE FILINGS cannot warrant the correctness of data supplied by Company or the Agencies, nor can TYLER INSURANCE FILINGS be responsible for inaccurate data or data not provided in a timely manner.

2. When Company provides information to TYLER INSURANCE FILINGS for inclusion in the Repository, TYLER INSURANCE FILINGS shall be fully protected in relying upon the accuracy and completeness of information provided. TYLER INSURANCE FILINGS shall have no responsibility to ascertain the accuracy or compliance with the terms of any other agreement or applicable law of the information.

**N. Interruption of Service/Loss of Data.**

1. TYLER INSURANCE FILINGS shall use reasonable efforts to ensure that services provided under this Agreement continue without interruption during business hours. TYLER INSURANCE FILINGS shall not be responsible for delays in performance caused by acts of God, governmental authority, strike or labor disputes, epidemics, pandemics, fires or other loss of facilities, breaches of contract by suppliers or others, computer down-time, telephone system outages, call demand in excess of telephone system capacity and any other event outside the reasonable control and without the fault or negligence of TYLER INSURANCE FILINGS (each a "Force Majeure Event"). It is acknowledged that such events may cause delays in information transfer between Company, TYLER INSURANCE FILINGS, or Agencies, thus impairing any such party's ability to fulfill the services on a normal schedule. In the case of a Force Majeure Event, TYLER INSURANCE FILINGS' sole responsibility is to use its reasonable efforts to resume services on a normal basis as soon as possible and is not liable for any losses associated with such Force Majeure Event.

2. In case of errors or loss of data caused by a Force Majeure Event, TYLER INSURANCE FILINGS' sole obligation will be at its own expense to use its reasonable efforts to reconstruct any records of Company maintained by TYLER INSURANCE FILINGS and to amend any reports prepared by it which have been affected by such event. Under the

circumstances described in the preceding sentence, Company will provide duplicate data where available, and as needed, to assist TYLER INSURANCE FILINGS in the reconstruction of such records.

**O. Disclaimer of Warranty and Limitation of Liability.**

1. TYLER INSURANCE FILINGS' OBLIGATIONS HEREUNDER ARE IN LIEU OF ALLOTHER OBLIGATIONS EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. IN NO EVENT SHALL TYLER INSURANCE FILINGS BE LIABLE TO COMPANY OR ANY PARTY FOR ANY ECONOMIC LOSS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL TYLER INSURANCE FILINGS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY COMPANY TO TYLER INSURANCE FILINGS INTHE PREVIOUS 12-MONTH PERIOD.

**P. Severability.**

If any provision of this Agreement is found to be invalid or unenforceable, the provision(s) in question shall not affect the validity or enforceability of any other provision(s) of the Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable provision(s) eliminated.

**Q. Amendment.**

This Agreement, and any attachments thereto, represents the entire agreement between the parties with respect to the provision of the services described herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. This Agreement consists of this multi-page form, Exhibits A and B, and other notices from TYLER INSURANCE FILINGS that say "This Is A Part Of The Agreement Between The Parties" which may be provided from time to time to Company unilaterally by TYLER INSURANCE FILINGS and which may periodically adjust the fees set forth in Section G.1 or other terms of this Agreement. Other than such notices, this Agreement shall not be subject to modification, except as agreed upon in writing by both parties. However, if this Agreement or any portion of the Agreement is found to be in violation of state or federal law, the parties agree to amend this Agreement to conform to such law, unless such amendment would change the terms of this Agreement to impose new and/or different rights and responsibilities on the parties. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

**R. Indemnification.**

Company agrees to indemnify, defend, and hold harmless TYLER INSURANCE FILINGS, its directors, managers, officers, agents, and employees (and those of TYLER INSURANCE



FILINGS affiliates) of and from any and all liability, loss, damage, judgments, punitive damages, penalties and costs, including expenses and reasonable attorneys' fees, which result from (a) any intentional or negligent act, error or omission committed by Company in the performance of its obligations under this Agreement, (b) any inaccurate, incomplete or outdated information supplied to the Repository by Company; (c) the alteration of information supplied by Company after TYLER INSURANCE FILINGS has transmitted such information to the Agencies; and (d) any act of TYLER INSURANCE FILINGS or that of any officer or employee of TYLER INSURANCE FILINGS which is performed in good faith pursuant to Company's request.

This Section R shall survive the amendment or termination of this Agreement.

#### **S. Arbitration.**

1. Any material differences, claims or matters in dispute arising between the parties hereto out of the Agreement or connected herewith, except for claims seeking specific performance or other equitable relief, shall first be submitted for negotiation between Company and TYLER INSURANCE FILINGS. If a settlement cannot be reached within sixty (60) days following written notice by the complaining party to the other as to the nature of its complaint, and the specific facts and circumstances giving rise to its complaint, the differences, claims or matters in dispute shall be submitted to binding arbitration by an arbitrator mutually agreed upon by the parties. In the event of failure to agree upon a single arbitrator, one arbitrator shall be selected by each party and the two arbitrators selected by the parties shall appoint a third arbitrator. The decision of the majority of the three arbitrators on such matters shall be final and conclusive. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association, or a similar set of rules as may otherwise be chosen by the arbitrator(s).

2. Any award therein shall be final and binding upon parties, and judgment may be entered thereon in any court having jurisdiction over this matter. Neither party may commence arbitration proceeding unless the amount in controversy is at least \$10,000. Arbitration shall be conducted in Denver, Colorado.

#### **T. Governing Law.**

To the extent not preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

#### **U. Information and Records.**

1. TYLER INSURANCE FILINGS provides access to and/or disseminates information from the Repository to Agencies to meet the filing requirements for Company and fulfill the purposes of this Agreement, or as otherwise required by law. Any forms, procedures, software, worksheets, checklists and other processes developed by TYLER INSURANCE FILINGS to perform the services required under this Agreement are the property of TYLER INSURANCE FILINGS and not considered the records of Company.

2. Any confidential information, including but not limited to general business data, business information, technical information, legal information, specifications, forms, computer

programs and documentation, whether furnished in written, oral, or electronic form, or otherwise ("Confidential Information"), owned and furnished by either party ("Furnishing Party") to the other party hereunder or in contemplation hereof shall remain the property of the Furnishing Party. All copies of such Confidential Information in written, graphic, or other tangible form, including computer systems discs and tapes, shall be returned to the Furnishing Party upon request at any time. Unless such Confidential Information is supplied free of any obligation of confidentiality, or has been or subsequently enters the public domain (without fault of the party to which it is furnished), the Confidential Information shall be kept confidential by the party to which furnished and shall be used only to fulfill the purposes of the Agreement or such terms as may be agreed upon in writing by the Furnishing Party. TYLER INSURANCE FILINGS shall take all reasonable and necessary precautions to prevent the disclosure of any Confidential Information.

3. Notwithstanding the foregoing, if any law or legal process requires disclosure of Confidential Information, and in TYLER INSURANCE FILINGS' opinion TYLER INSURANCE FILINGS is required to disclose any Confidential Information or stand liable for contempt or other penalty imposed under law or in a legal proceeding, upon notification to Company, TYLER INSURANCE FILINGS may make such disclosures without liability.

**V. Notices.**

For purposes of this Agreement, notices and all other written communications provided for in this Agreement (pertaining to Agreement issues and not to routine filings or other business, which should be done electronically) shall be in writing and shall be deemed to have been duly given upon delivery by United States registered mail, return receipt requested, postage pre-paid, or by nationally known courier service, as follows:

To Company:  
[Enter your contact information here]  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To TYLER INSURANCE FILINGS:

TYLER INSURANCE FILINGS  
4201 Wilson Blvd  
Suite 510  
Arlington, VA 22201

With a copy to:

Tyler Technologies, Inc.  
Attn: General Counsel  
7701 College Boulevard  
Overland Park, KS 66210

or such other address as either party may furnish to the other in writing, except that notices of change of address shall be effective only upon receipt.

**W. Assignment and Succession.**

This Agreement may not be assigned, in whole or in part, by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of TYLER INSURANCE FILINGS and Company.

IN WITNESS WHEREOF, the parties executed this Agreement on the \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_.

[COMPANY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### Agencies Currently Participating in Tyler Insurance Filings

Alabama Public Service Commission  
California Department of Motor Vehicles  
Georgia Department of Public Safety  
Idaho Transportation Department  
Illinois Commerce Commission  
Indiana Department of Revenue  
Iowa Department of Transportation  
Kansas Corporation Commission  
Kentucky Transportation Cabinet  
Louisiana Public Service Commission  
Maine Bureau of Motor Vehicles  
Massachusetts Department of Public Utilities  
Michigan State Police Commercial Vehicle Enforcement Division  
Minnesota Department of Transportation  
Mississippi Department of Transportation  
Nebraska Public Service Commission  
New Mexico Public Regulation Commission  
New York Department of Transportation  
Oklahoma Corporation Commission  
Oregon Department of Transportation  
Pennsylvania Public Utility Commission  
South Carolina Office of Regulatory Staff  
Washington Department of Licensing  
Washington Utilities and Transportation Commission

**EXHIBIT B**

**COMPANY CONTACT INFORMATION**

Name:

Address:

Phone

Fax

Main Contact

Main Contact Email Address

Account Administrator Contact

Account Administrator Email Address