

APPLICATION USER AGREEMENT

PLEASE READ THIS USER AGREEMENT CAREFULLY. It governs your access to and use of this software application and the services and materials provided on it (collectively, “**Application**”).

BY SELECTING “I ACCEPT” OR BY ACCESSING THE APPLICATION, YOU AGREE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF THIS AGREEMENT, YOU MUST PROMPTLY CEASE ALL USE OF THE APPLICATION.

1. About the Application.

The Application is a web portal that facilitates the administration of continuation benefits under health benefit plans and insurance premium billing. The Application comprises four web sites intended for four user types –administrators, insurance brokers, employers, and individual benefit plan participants/insureds. You are only authorized to access and use the Application applicable to your user type.

The Application is provided for your information and convenience only. The Application is provided “as is.” We are not a third-party administrator pursuant to this agreement and accept no liability with respect to the provision of benefits or administrative services.

2. About this User Agreement.

The limitations of this User Agreement apply to all versions of the Application that you access or use. You are only licensed to access the web pages and materials of the Application provided for your user type and that relate to you and your clients (to the extent applicable), and must use the Application strictly in accordance with this User Agreement and any guidelines published in the Application.

We reserve the right, in our sole discretion, to modify the terms and conditions of this User Agreement, and your use of the Application including, without limitation, our privacy policy and our right to charge for the use of the Application, at any time, each effective upon making the modified provisions available on the Application. You are responsible for regularly reviewing these terms and conditions, and we strongly urge you to do so. Continued use of the Application after any changes to this User Agreement are posted to the Application shall constitute your consent to such changes. We assume no obligation to notify you of any changes to the terms and conditions of this Agreement.

3. Privacy & Security; Disclosure.

The privacy and security policies applicable to the Application are posted in the Application and are incorporated herein by reference. You may be asked whether you would like to make COBRA or other benefit or insurance premium payments through the Application using your credit card or bank account, if applicable. If you do so, the Application does not store your credit card or bank account information. You may be asked whether or not you wish to receive written notices pertaining to your COBRA continuation coverage, if applicable, electronically via electronic mail or through the Application instead of by U.S. Mail. You may change your election to do so at any time. Note that because the Application is a hosted, online application, we occasionally may need to notify all registered Application users (whether or not they have opted out as described above) of important announcements regarding the Application.

4. Application License Grant and Restrictions.

License. Provided that you fully comply with this User Agreement, we hereby grant to you, subject to the terms and conditions of this User Agreement, a nonexclusive, nontransferable right and license to use the Application solely for your personal and internal business purposes consistent with the description of such service and your user type. All rights not expressly granted to you are reserved by us and our suppliers.

No Derivative Works. You may not modify or make derivative works of the Application, or the documentation therefor, nor may you rent, lease or otherwise distribute the access therefor. You may not copy any ideas, features, functions or graphics of the Application or create a competitive service.

No Transfer of Rights. You shall not assign, sublicense, rent or otherwise transfer your rights under this User Agreement without our prior written approval.

No Reverse Engineering. You may not reverse engineer, decompile, or disassemble the Application, directly or indirectly, in whole or in part or attempt to gain unauthorized access to the Application or its related systems or networks.

Other Restrictions. You may not use the Application to: (a) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, unsolicited e-mail or multi-level marketing campaigns; (c) harvest user names or email addresses for any purpose; (d) restrict or inhibit any other user from using and enjoying that user's rights with respect to the Application, interfere with or disrupt the Application (or servers or networks connected to Application); or (e) violate any applicable government laws or regulations.

5. Use of the Application.

You are solely responsible for all activities occurring under your Application user account including the activities of all parties that you allow to have access to the Application. You

are solely responsible for the contents, modification, management and/or deletion of any and all files and data used by you in conjunction with the Application. Further, you are responsible to ensure that such files and data are used in accordance with all applicable local, state, national and foreign laws, treaties and regulations including those related to copyright, data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to us immediately any illegal activity of which you become aware; and (iii) not impersonate another Application user or provide false identity information to gain access to or use the Application.

6. Online Premium Payments.

Our Payment Services premium processing service may be used to make certain payments using a credit card or bank account. If you have access to our Payment Services premium processing service, you may be offered the opportunity to make your COBRA or other premium payments through the Application using your credit card or bank account. If you do so, we will accept your premium payment on behalf of our customer only if you remain eligible to make payments as defined by our customer for you within the Application. By making a benefit plan or insurance premium payment through the Application, you certify that all beneficiaries, including yourself, for whom you are paying remain eligible for participation in the benefit plans or insurance policies. Submission of payment does not guarantee coverage. All eligibility, payment, election and other requirements still apply. You agree that we have no responsibility and accept no liability for determining your eligibility to make a payment or whether a payment amount submitted by you is sufficient to satisfy your payment obligation to remain eligible to continue receiving benefits.

7. Compliance with COBRA.

You and your third party administrator (if applicable) are solely responsible for monitoring and complying with legal developments applicable to your COBRA compliance and related obligations, and interpreting applicable federal, state and local statutes, codes, ordinances, laws regulations, rules orders and decrees of all federal, state and local authorities (collectively, “Government Requirements”), and determining the requirements for compliance with all such applicable Governmental Requirements, and maintaining an ongoing compliance program. You agree that we have no responsibility to monitor or interpret Governmental Requirements applicable to your and your clients’ (as applicable) COBRA compliance, or to assure that your selection of any system option or programming (either alone or acting in conjunction with other system options and programming selected by you) are consistent with Governmental Requirements applicable to you and your clients (as applicable), or the terms and conditions of your COBRA compliance program. For those of our customers for which we provide “COBRA BPO” services, our obligations and yours are governed by the Services Agreement between us.

8. Third Party Interactions.

Through the Application you may be linked to or interact with third parties including third party administrators. The Application may contain links to third party web sites that may be framed within the Application, but that are not under our control. Please note that when you click on these links, you are moving to another website. We make no representations about third-party websites. When you access a third-party website, you do so at your own risk. During your use of the Application, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We and our suppliers have no liability, obligation or responsibility for any such activity between you and any such third party. We do not endorse any third parties linked through the Application. We provide these links to you only as a matter of convenience, and in no event shall we or our suppliers be responsible for any content, products, or other materials on or available from such sites. We provide the Application to you pursuant to this User Agreement. You recognize, however, that certain third-party providers of services may require your agreement to additional or different license or other terms prior to your use of or access to such services.

9. Ownership.

Worldwide ownership of and all rights, title and interest in and to the Application and the intellectual property imbedded therein, and all copies and portions thereof, including without limitation, all copyrights, patent rights, trademark rights, trade secret rights, inventions and other proprietary rights therein and thereto, are and shall remain exclusively ours and our suppliers. The only rights you acquire are the licenses set forth in this User Agreement.

10. Trademarks.

The Application and the designs, trademarks and logos on the Application are our trademarks or registered trademarks. All other trademarks and/or service marks are the property of their respective owners.

11. Access Restriction.

We reserve the right to deny access to the Application or any portion thereof to any user, in our sole discretion without notice. You are responsible for safeguarding the confidentiality of your password(s) and user name(s) created by you for use with the Application, and for any use or misuse of your Application account resulting from any third party using a password or user name created by you.

12. Internet Delays.

The Application may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

13. Warranty Disclaimer.

THE APPLICATION, INCLUDING THE WEBSITE AND ALL OF THE CONTENTS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AND WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO THE APPLICATION, INCLUDING ALL CONTENTS THEREOF, THE ACCOMPANYING DOCUMENTATION, AND ANY ACCOMPANYING SUPPORTING MATERIALS. YOU EXPRESSLY ACKNOWLEDGE THAT THE APPLICATION MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO EMPLOYEE, AGENT, RESELLER, DEALER OR DISTRIBUTOR IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

14. Liability Disclaimer.

YOU AND YOUR CLIENTS (TO THE EXTENT APPLICABLE) ARE SOLELY RESPONSIBLE FOR INPUTS INTO THE APPLICATION, VERIFYING THE RESULTS OF THE USE OF THE APPLICATION AND HOW THE OUTPUT FROM THE APPLICATION IS USED BY YOU AND OTHERS. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR THE RESULTS OR WORK PRODUCT OBTAINED FROM YOUR USE OF THE APPLICATION. IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE OR OBLIGATED TO YOU IN ANY MANNER FOR ANY SPECIAL, NONCOMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS USER AGREEMENT, WE WILL NOT BE LIABLE TO YOU IN AN AMOUNT IN THE AGGREGATE GREATER THAN THE AMOUNT THAT IS RECEIVED BY US FROM YOU FOR YOUR USE OF THE APPLICATION. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS USER AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. Indemnification.

You agree to defend, indemnify and us hold harmless, as well as our employees, officers, directors, licensors and affiliates, from and against any and all claims, losses, liability, costs and expenses (including but not limited to reasonable attorneys' fees) arising from your violation of any warranty, representation or covenant under this User Agreement, your infringement of any third party's rights, (including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights), and/or the use or misuse of the Application by you or any third party using your password(s) and/or user name(s). These obligations will survive any termination of your relationship with us.

16. U. S. Government Restricted Rights.

If you are the United States Government or are acquiring the right to access and use the Application on behalf of the United States Government, then the United States Government agrees that: (a) If the right to access and use the Application is acquired by or supplied to the Department of Defense ("DOD"), the Application shall be classified as "Commercial Computer Software" and the government is acquiring only "restricted rights" in the Application and its documentation, as defined in Clause 252.227-7013(c)(1) of the DFARS; (b) for any part of the United States Government other than DOD, the government's rights in the Application and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, for NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

17. Termination.

The license granted herein is effective until this User Agreement is terminated. This User Agreement shall terminate immediately, without notice, in the event you (i) fail to comply with any of the terms and conditions set forth in this User Agreement, (ii) we do not receive in a timely manner (whether from you or a from a third-party responsible to collect your payment and remit it to us or to pay for your use on your behalf) any payment owing under your Application account, or (iii) you cease using Application service and notify us thereof. Upon termination, you must immediately cease all of your use of the Application.

18. General.

This User Agreement embraces the full, complete understanding of you and us as to the subject matter hereof, and it may not be altered or modified, except by written amendment or collateral agreement, which expressly refers to this User Agreement and which is duly executed by us and you. All prior representations, understandings and agreements regarding the subject matter hereof whether written or oral, expressed or implied, are superseded and shall be of no effect. In the event of conflicting provisions between this User Agreement and a duly-executed collateral agreement, the duly-executed collateral agreement shall control. This User Agreement shall be construed and governed in accordance with the laws of the State of Connecticut, U.S.A., excluding the application of its conflicts of law rules. You acknowledge that a breach of this User Agreement will cause irreparable and continuing damage to us for which money damages are insufficient, and we shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate). In the event of litigation between you and us concerning the Application or any other item which is subject to this User Agreement, the prevailing party in the litigation will be entitled to recover reasonable attorneys' fees and expenses from the other party. If any part of this User Agreement is found void and unenforceable, it will not affect the validity of the balance of the User Agreement, which shall remain valid and enforceable according to its terms. No waiver by us of any breach or default by you of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.