SMART API AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU ("USER" OR "YOU") AND SURPLUS LINES STAMPING OFFICE OF TEXAS ("SLTX" OR "WE"). THESE TERMS AND CONDITIONS, TOGETHER WITH THE SLTX PRIVACY POLICY, AND ALL OTHER SLTX AGREEMENTS, RULES AND POLICIES REGARDING YOUR ACCESS TO AND USE OF THE API (AS DEFINED BELOW) CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND SLTX.

IF YOU HAVE NOT READ THE AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THE AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT USE THE PLATFORM.

1.   Scope and Acceptance

For purposes of this Agreement, the term "API" shall mean, collectively: (a) the SLTX application programming interface that is design to permit other software or hardware devices to interface with the hosted services and applications provided by SLTX generally referred to as the SMART Online Filing System, including the website and all attendant applications and services provided by SLTX (collectively, the "Platform"); (b) any related documentation; and (c) any updates or upgrades to the foregoing that are not the subject of a separate license agreement.

YOUR DOWNLOAD OR USE OF ANY PART OF THE API IS DEEMED TO BE YOUR ACCEPTANCE OF THIS AGREEMENT. We reserve the right, in our sole discretion, to change this Agreement from time to time (as further described below).

You must be eighteen (18) years of age or older to download or use the API. In certain jurisdictions, the age of majority may be older than 18, in which case you must satisfy that age in order to become a User.

If you are downloading or using any part of the API on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

2.   Ownership of API

All right, title, interest, and ownership in and to the API and all copies, modifications, enhancements, and derivative works of the API, and all intellectual property rights to the foregoing, vest in and belong to SLTX and/or its suppliers. This Agreement is not a "sale" of the API and confers no title or ownership in the API, any copies, modifications, enhancements, or derivative works of the API, or any intellectually property rights to the foregoing. All rights not expressly granted to you under this Agreement are reserved to SLTX and its licensors.

3.   Limited License; Restrictions

3.1   License Grant

The API contains copyrighted material, trade secrets and other proprietary material of SLTX and its licensors. Subject to the terms of the Agreement and until the Agreement is terminated as provided below, SLTX grants to you a royalty-free, limited, revocable, personal, non-exclusive, non-assignable, non-sublicensable license to use the API solely for your own internal business use to: (a) develop applications to work in conjunction with the Platform ("Developed Application"); (b) distribute or allow access to your integration of the API within the Developed Application to end users of the Developed Application; and (c) display content received from the API within the Developed Application – provided that:

(i)   You comply with all technical documentation and usage guidelines provided at SLTX's developer site at www.smart.sltx.org/externalBroker/api/SMART-API-Technical-Documentation.pdf ; and

(ii) You acknowledge and agree that SLTX may limit the number of transactions you may send or receive through the API at any time and at SLTX's sole discretion.

Except as expressly provided otherwise in this Agreement, all rights are reserved.

3.2   Restrictions

In connection with the use of the API, you shall not, and shall ensure that any other users you permit access to or use of the API shall not:

(a)   copy, modify or create derivative works of the API, except as expressly permitted in this Agreement;

(b)   reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the API or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this provision;

(c)   sell, rent, lease, transfer, or assign to any third party any rights to the API;

(d)   remove or modify any proprietary notice or labels that appear in the API or any application or content accessed through the API, including author attribution and copyright notices;

(e)   copy, modify, erase, or damage any information contained on computer servers used or controlled by SLTX or any third party, except to the extent permitted by the intended functionality of the API;

(f)   use the API to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action

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that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable, or submit any content that breaches any duty of confidentiality you may have to a third party;

(g)   access or use any password-protected, secure, or non-public areas of the Platform, or access data on the Platform not intended for you, except as specifically authorized by SLTX;

(h)   impersonate or misrepresent your affiliation with any person or entity;

(i)   attempt to or actually disrupt, impair, or interfere with the Platform, or access to or use of the Platform by any user, processor, host, or network, or any information, data, or materials posted and/or displayed by SLTX, or breach any implemented security or authentication measures; or

(j)   submit any content or use the API in any manner that is contrary to the Agreement, including SLTX's rules and policies, or for any non-authorized purpose or any illegal purpose.

3.3   Confidentiality

The API, any portions thereof, and information related to the API, including without limitation any electronic key to access the API, that are not disclosed by SLTX to the general public without restriction, are the confidential information of SLTX and you agree to: (a) hold such confidential information in confidence and take reasonable precautions to protect the confidential information; and (b) avoid disclosure and/or unauthorized use of the API.

3.4   Where Prohibited

Download and use of the API are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation this Section.

4.   Developed Application

4.1   Branding and Attribution

You must place the following notice prominently on any Developed Application: "This product uses the SLTX API but is not endorsed or certified by SLTX." Additionally, you may not use any logos or other trademarks of SLTX without the prior written approval of SLTX. SLTX reserves the right at any time to provide, revise and/or supplement any branding guidelines associated with the API or Platform.

4.2   User Agreements

You shall enter into valid and binding end user license agreements with all users of the Developed Application, which contain provisions at least as stringent as the terms of this Agreement, including without limitation all requirements and restrictions. All end user license agreements for

the Developed Application must include limitations of liability and warranty disclaimers with respect to the Platform and related content consistent with the limitations contained herein.

4.3 Platform Terms

Certain features and functionality of the API and/or Developed Application require interaction with the Platform, which may require an account and login credentials provided by SLTX and may be offered by SLTX under the terms and conditions of one or more separate agreements, including without limitation the SMART Terms of Service available at https://smart.sltx.org/externalBroker/help/Terms-of-Service.pdf (the "Platform Terms"). Where the Developed Application interacts with the Platform, you agree to be bound by and hereby accept the Platform Terms, which are incorporated by reference into this Agreement.

You shall also ensure that all end users of the Developed Application agree to be bound by and accept the Platform Terms prior to access or use of the Platform. In the event of a conflict, this Agreement including the Platform Terms shall control and supersede any terms and conditions of your end user license agreements or other terms and conditions for the Developed Application.

SLTX may change or cancel access to the Platform at any time, subject to any applicable separate agreement(s). You may not use the API or Platform in any way that harms or impairs anyone else's use of the Platform. You may not use the API or Platform to try to gain unauthorized access to any service, data, account, or network by any means.

5. Third Party Products

You must provide, at your own expense, all development tools, equipment, telecommunications connections, devices and other hardware, and service plans to access and use the API (including any required additional services or software). Any minimum system and compatibility requirements for use of the API are your responsibility. YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS OR USE THE API OR DEVELOPED APPLICATION. SLTX does not guarantee that the API can be accessed on all devices or through all telecommunications connections.

If you use the API in connection with an integration to a third party application, software, product or service ("Third Party Products"), you acknowledge and agree that you shall be solely responsible for configuring the interoperability of the API with any Third Party Products. SLTX does not guarantee the continued availability, interoperability or performance of any Third Party Product with the API.

6. No Support

You are solely responsible for all implementation, support and maintenance activities relating to the API.

At any time and in our sole discretion, SLTX may provide certain updates, upgrades or technical or customer support services relating to the API, but is under no obligation to do so. Certain additional services may be offered by SLTX subject to fees, and we will make commercially

reasonable efforts to display or explain applicable fees for such additional services requested from SLTX.

7. Termination

7.1 Term

This Agreement is effective from the time you first install, access, or use the API until terminated by either you or SLTX pursuant to the following terms.

7.2 Termination

You may terminate this Agreement at any time by (a) discontinuing all installation, use, and access of the API, and (b) deleting all copies and installations of the API licensed under this Agreement. This Agreement will terminate immediately without notice from SLTX if you fail to comply with any provision of this Agreement.

You also agree that any breach by you of the Agreement may constitute an unlawful and unfair business practice that will cause irreparable harm to SLTX for which monetary damages would be inadequate. You consent to SLTX's obtaining any injunctive or equitable relief that SLTX deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies SLTX may have at law or in equity.

7.3 Effect of Termination

Upon termination, you must uninstall and delete all copies and installations of the API licensed under this Agreement. All rights and licenses to the API granted under this Agreement shall terminate immediately upon termination of this Agreement.

7.4 Survival

Any terms of this Agreement that by their nature extend beyond the termination of this Agreement shall remain in effect and shall apply to respective permitted successors and assignees, including, without limitation, Sections 3.2, 3.3 and 7-13.

8. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT ACCESS TO, DOWNLOAD AND USE OF THE API ARE AT YOUR SOLE RISK. THE API AND ANY RELATED SERVICES ARE PROVIDED "AS IS". EXCEPT FOR THOSE WARRANTIES MADE AND EXPRESSLY IDENTIFIED AS WARRANTIES BY SLTX, SLTX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (A) THE API; (B) ANY SERVICES RELATED TO THE API PROVIDED BY SLTX OR ITS DESIGNEES; AND (C) COMPATIBILITY OR INTEROPERABILITY OF THE API OR RELATED SERVICES WITH ANY OTHER PRODUCTS AND SERVICES, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-

INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. SLTX MAKES NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS, OR SERVICES DISPLAYED ON OR ACCESSED THROUGH THE API ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. SLTX ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE API WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF THE API WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU IF PROHIBITED BY LAW.

9. Release and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SLTX, ITS AFFILIATES, OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR ANY DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE API OR RELATED SERVICES; OR (B) ANY PRODUCTS AND SERVICES ACCESSED THROUGH THE API, OR ANY PORTION THEREOF, EVEN IF SLTX OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IF, DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR

CAUSE OF ACTION SHALL BE NO GREATER THAN ONE HUNDRED U.S. DOLLARS ($100). THIS LIMITATION ON THE AMOUNT OF LIABILITY SHALL APPLY WHETHER A CLAIM OR LIABILITY ARISES IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), AND EVEN IF SLTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR LIABILITY. THIS LIMITATION SHALL SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

NO ACTION ARISING OUT OF THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE API, REGARDLESS OF FORM OR THE BASIS OF THE CLAIM, MAY BE BROUGHT BY YOU MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN (OR IF MULTIPLE CAUSES, FROM THE DATE THE FIRST SUCH CAUSE AROSE) AND YOU HEREBY WAIVE ANY LONGER STATUTE OF LIMITATIONS THAT MAY BE PERMITTED BY LAW.

10. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SLTX, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY VIOLATION OF THIS AGREEMENT BY YOU AND ANY ACTIVITY RELATED TO YOUR USE OF THE API.

THIS INDEMNIFICATION OBLIGATION SHALL APPLY REGARDLESS OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FORM OF MISCONDUCT OR FAULT OF THE INDEMNITIEES.

11. User Feedback

By communicating with SLTX, including submitting or sending feedback, suggestions, requests, or other content (collectively, "Feedback") to us, you grant SLTX the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Feedback (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such Feedback, and/or to incorporate it in other works in any form, media, or technology now known or later developed. Such license includes incorporating the Feedback, in whole or in part, into the API or other SLTX products or services. By submitting any such Feedback to SLTX, you waive any "moral rights" in such Feedback.

12. Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these terms refer from us electronically, including without limitation by e-mail or other electronic communication technology that may hereafter be developed. You agree that all Notices that we provide to you electronically satisfy any legal requirements that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing TechSupport@sltx.org and discontinue your use of the API. In such event, all rights granted to you pursuant to this Agreement, including, without limitation, the licenses to use the API set forth above, shall automatically terminate.

13. General

13.1 Modifications

The parties agree that SLTX may modify the Agreement at any time and in our sole discretion. We will use commercially reasonable efforts to publish to you any revised portion of the Agreement, for example, by publishing the latest version of these terms and conditions at https://smart.sltx.org/externalBroker/help/Terms-of-Service.pdf. Should you deem any such modification to the Agreement to be unacceptable, you shall stop accessing and using the API. Your continued use of the API is deemed to be your acceptance of such modification to the Agreement. All changes to the Agreement shall be effective immediately.

13.2 Export Control

The API and all related technical information, documents and materials are subject to U.S. export controls and trade and economic sanctions laws and regulations ("Export Control Laws"). You agree to comply with all applicable Export Control Laws, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the U.S. Department of Treasury's Office of Foreign Assets Control.

13.3 Compliance with Laws

You agree that you will use the API in compliance with all applicable laws, regulations, and tariffs. SLTX reserves the right to take all actions that it believes are necessary, in its sole discretion, to comply with applicable laws, regulations, and tariffs.

13.4 Applicable Law and Venue

Any action related to the Agreement will be governed by the law of the State of Texas, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act shall not apply to this Agreement. You and SLTX agree and consent that jurisdiction, proper venue, and the most convenient forum for all claims, actions, and

proceedings of any kind relating to the API or this Agreement will be exclusively in the federal or local courts located in Austin, Texas.

13.5 Dispute Resolution and Waiver

SLTX intends to resolve any and all disputes that may arise between it and its Users in a cost-effective and non-disruptive manner. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to SLTX in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. SLTX shall respond within a reasonably period of time with information from its perspective. You and a representative of SLTX shall meet or communicate electronically promptly after the delivery of the response, and as often as you and SLTX mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If within sixty (60) days after the first communication you and SLTX fail to resolve the matter, either party may pursue a different means of dispute resolution in accordance with this Agreement.

YOU AGREE THAT YOU WILL NOT BRING OR BE A PARTY TO ANY CLASS-ACTION LAWSUIT AGAINST SLTX.

13.6 Force Majeure

In the event SLTX's performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of SLTX, SLTX shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

13.7 Miscellaneous

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

No action arising out of this Agreement or your access to or use of the API, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

If SLTX does take any legal action against you as a result of your violation of the Agreement, SLTX will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to SLTX. You agree that SLTX

will not be liable to you or to any third party for termination of your access to or use of any part of the API as a result of any breach of the Agreement or for any reason at all.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by SLTX. Any purported assignment lacking such consent will be void at its inception. SLTX may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by publishing such notice through the API.