

USER INTERFACE DEVELOPMENT AGREEMENT

This agreement ("**Agreement**") is dated {_____}

Between

- (1) Claims Portal Ltd, a company incorporated in England and Wales with company number 07237927 whose registered office is at 6-12 Capital Drive, Milton Keynes MK14 6XT("CPL"); and
- (2) {_____} a company incorporated in England and Wales (the "**Company**") whose registered office or principal address is {_____}

1. PURPOSE OF THE AGREEMENT

- 1.1. CPL operates an electronic portal that facilitates the management of low value personal injury claims (the "Portal"). Industry users may access the Portal on either a web based browser or application to application ("**REST API**") basis.
- 1.2. CPL has published an application program interface specification (the "**API**") that will enable persons such as REST API users and third party vendors of solutions for REST API users to connect to the Portal.
- 1.3. This Agreement is designed to govern the relationship between CPL and the Company as the Company develops a user interface to the Portal.

2. DEFINITIONS

In this Agreement, unless inconsistent with the context or otherwise specified, the following expressions shall have the following meanings:

- "**Affiliate**" : means any party involved in the provision of Services to CPL under these General Conditions of Use;
- "**API**": means the application program interface specification published on the CPL Website and amended from time to time in such form as CPL may decide;

"Charges" :	means the charges paid or payable by the Company to CPL pursuant to clause 4 ;
"Confidential Information" :	means all information which is marked or designated confidential or should otherwise be considered confidential due to its nature which is disclosed by one party to the other in connection with this Agreement (whether before or after the date of signature) in respect of the disclosing party and their business and operations whether in writing, orally or by other means (and includes but is not limited to commercial, financial, technical or other documents, software, the API, know-how, information relating to licensors, suppliers and subcontractors);
"CPL" :	means Claims Portal Ltd or any Person it appoints to act on its behalf in fulfilling any responsibilities under this Agreement;
"CPL Appeals Committee" :	means a sub-committee of the CPL Board consisting of one board member from each of the two Portal user communities (the insurer/compensator community and the claimant representative community), such committee being formed for the purpose of deciding on appeals made pursuant to clause 13;
"CPL Website" :	means www.claimsportal.org.uk or such other URLs as may be notified to Authorised Users by CPL from time to time, for the location of the web-portal which gives web access to the Portal.
"Development Period" :	means: (i) in relation to the initial development by the Company of its User Interface, the period of time from the date this Agreement is signed by both parties until the

date and time at which the Company obtains written approval from CPL pursuant to clause 3.1 confirming that CPL considers the requirements of Schedule A (section 1 A) to have been fulfilled; and

- (ii) in relation to any changes pursuant to clause 6, the period of time from the date of CPL's notice of the change to the Company until the time limit for implementation of the change (as specified in the relevant notice);

"Helpdesk" :

means the support line for the Portal the contact detail and service hours of which are available on the CPL Website

"Insolvency Event" :

means in relation to a person, where that person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in the course of a scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

"IPRs" :

means all current and future intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trade marks, goodwill and the right to sue for passing off, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered or unregistered, and including applications and the right to apply for registration of any such rights) and all rights and forms

of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, (including all rights of action, powers and benefits belonging or accrued to such rights, including, without limitation, the right to sue for past infringement) in each case for their full term, and together with any renewals or extensions;

“Person” : means an individual, corporation, partnership, trustee, trust, regulatory body or agency, government or governmental agency or entity (however designated or constituted) or any unincorporated organisation;

“Portal” : means a version of the electronic portal that is owned by or licensed to CPL and operated by it for use by Portal Users, via web browser or REST API access, in facilitating the management and settlement of low value personal injury claims in such form as is required by the Company for development and testing purposes only and as may be notified to the Company from time to time;

“Portal User” : means a Person who is authorised by CPL to access the Portal under the applicable CPL terms and conditions including: (i) end users of the Portal; and (ii) other third party developers of a User Interface;

“Representative” : means an employee, officer or other representative of a party including individual consultants and agency workers but excluding, in the case of the Company, any subcontractors;

“REST API” A REST API (Representational State Transfer API) is an application programming interface that follows the REST architectural style to enable communication between clients and servers over the web

“User Interface” : means a custom user interface solution developed by the Company that enables or facilitates Portal Users to connect to the Portal, and „solution“, for these purposes, shall include both customised user interfaces and also solutions (such as reference implementations) requiring further customisation or configuration by a Portal User in order to connect to the Portal; and

“Web Pages(s)” : means www.rapidclaimsettlement.org.uk or such other URLs as may be notified to Authorised Users by CPL from time to time, for the location of the web-portal which gives web access to the Portal.

3. DEVELOPMENT OF A USER INTERFACE

3.1. License to Access API

Subject to the terms and conditions of this Agreement, CPL grants the Company and the Company accepts a revocable, non-exclusive, non-transferable right (without the right to sublicense this right) to download and or receive the API for the following purposes:

3.1.1 the development and testing of the User Interface; and

3.1.2. providing Portal Users with a connection to the Portal through the User Interface,

provided however that the licenses at clauses 3.1.2 and 3.2 do not take effect until the Company has received approval in writing from CPL that the requirements in Schedule A (section 1 A) to produce and provide a copy of the development plan have been met or waived (as applicable).

3.2. License to use the User Interface to access Portal

Subject to the terms and conditions of this Agreement CPL grants and the Company accepts a revocable, non-exclusive and non-transferable licence to use the rights and licenses granted by CPL for the purpose of providing and obtaining access to the Portal and any test or development versions thereof for Portal Users and for the limited use by the Company of demonstrating the User Interface with the non-live version of the Portal to potential customers of the Company who may become Portal Users. The Company agrees that it will not knowingly allow any Person who is not a Portal User to use a User Interface to connect to the Portal.

3.3. Compliance with Technical Specifications

The Company must ensure that their development of the API is compliant at all time, with technical specifications published by CPL on the CPL Website and amended from time to time. CPL reserves the right to suspend the Company in accordance with clause 12.4 of this Agreement in the event of non-compliance. Without prejudice to this right, CPL may require the Company to take steps to rectify their development to bring it within the technical specifications.

4. CHARGES

CPL or its Affiliates may charge the Company in consideration of any support services provided by CPL to it pursuant to paragraphs 3 and 7(A) of Schedule A at such rates as will be notified by CPL by publication on the CPL Website.

5. GENERAL PROVISIONS

The Company understands and agrees:

- 5.1. That the above licenses are defined by the terms of this Agreement; and
- 5.2. That the Company will not attempt to download, connect, gain or provide access to or use the API for any purpose not expressly authorised by this Agreement;
- 5.3. That the Company has no rights, other than those described in section 3 of this Agreement to use the API and expressly agrees not to modify, translate, adapt, reverse engineer, decompile or disassemble the source and or object code comprising the Portal;
- 5.4. That no title to or ownership of the API, as it currently exists or is later modified, is or will be transferred to the Company under this Agreement and the Company agrees not to make any claim of any ownership interest in the IPRs including, without limitation, copyright and patents, in the API or any enhancements, adaptations, developments or modifications to it;
- 5.5. That the Company will not use a User Interface to connect to the Portal except as provided for by this Agreement or to engage in any conduct that could have or could

reasonably be expected to have a detrimental effect on the reputation of the Portal or of CPL;

- 5.6. That to the extent that CPL uses subcontractors to fulfill its obligations under this Agreement the Company agrees to co-operate with such third parties in good faith as necessary in order for each party to comply with its obligations herein;
- 5.7. That the Company will not do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal;
- 5.8. That the Company will not facilitate or allow any third party to, implement any hub that establishes links between Portal Users or submits or retrieves claim notification forms or other messages via the Portal on behalf of more than one Portal User simultaneously or aim to replace and/or mirror all or part of the functionalities of the Portal and neither will the Company facilitate any third party in doing so;
- 5.9. The Company acknowledges that any breach of this Agreement could impact negatively on the operation of the Portal; and
- 5.10. The Company agrees that, throughout the term of this Agreement, it shall provide its User Interface, and any related equipment and services provided by the Company, in full compliance with all applicable laws, including Court Rules, and with such CPL rules and policies as are reasonable in the circumstances and as are communicated on reasonable notice to the Company by CPL.

6. CHANGES TO THE PORTAL, THE API OR OTHER SYSTEMS

The Company agrees and understands that, throughout the term of this Agreement, CPL, its licensors or Persons working on its behalf, may change, modify, enhance or replace the Portal, the API or other related systems in a way that impacts the User Interface. CPL agrees to use reasonable efforts to provide the Company with reasonable notice of these changes, modifications, enhancements or replacements and whether a development plan will be required from the Company in respect of the same. The Company shall bear the sole responsibility and expense of producing a development plan (if required) and of making any changes to its User Interface that result from these changes, modifications, enhancements or replacements. The Company agrees to implement any changes required and described by communications published on CPL website and / or communication issued to the

Company contact given in Schedule A in the manner and within the time limits provided for by any such notice. CPL reserves the right to revoke any approval previously issued in the event of any failure by the Company to comply with this clause.

7. CONFIDENTIALITY

- 7.1. Subject to the exceptions described below, all Confidential Information that is obtained by one party from the other shall be kept on a confidential basis by the receiving party and its Representatives and, as such, shall not be disclosed to third parties or used for any purpose other than a purpose specifically authorised by this Agreement. Each party shall retain primary liability for its compliance with this Clause 7 including in respect of its Representatives.
- 7.2. The parties recognise that a breach of this clause or any part of it or of the confidentiality protections in the attached schedules by a party may give rise to irreparable injury to the party whose information is or may be the subject of such a breach (the "Complaining Party") such that remedies other than injunctive relief may not be adequate. Accordingly, the Complaining Party has the right to seek, from an appropriate court, equitable and injunctive relief to prevent the threatened or actual unauthorised use of any confidential information covered by this Agreement.
- 7.3. The obligation assumed by the parties in this Clause 7 shall not apply to information that is required to be disclosed by law or regulatory authority or which the receiving party can document to the reasonable satisfaction of the disclosing party as compliant with such law, regulation or order:
- (a) is or becomes generally available to the public through no improper action or inaction by the receiving party;
 - (b) was available to the recipient on a non-confidential basis prior to disclosure by the disclosing party;
 - (c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the recipient;

- (d) was developed by the receiving party independently of any Confidential Information.

8. SECURITY REQUIREMENTS

- 8.1. The Company agrees that no arrangement or agreement which it may have with a Portal User will in any way prevent or restrict the rights or abilities of CPL to limit or terminate the access of any Portal User or any other person to the Portal.
- 8.2. The Company also agrees to immediately notify CPL if it becomes aware of any unauthorised access to the Portal or if it becomes aware of any information relating to the violation of CPL's terms and conditions. The Company will use its best efforts to ascertain the source of any unauthorised access or use and will co-operate with CPL in its efforts to gather more information about any potential violation of its terms.

9. AUDIT

- 9.1. The Company shall allow CPL or its appointed agents access to any of the Company's premises, relevant records, personnel, equipment and systems as may be reasonably required by CPL in order that it can verify the Company's compliance with this Agreement. CPL will use reasonable endeavours to minimise any disruption to the Company's business during conduct of an audit and will provide the Company with at least 5 business days written notice of an audit unless such audit is conducted in respect of a suspected fraud or material breach of these General Conditions of Use in which event no notice shall be required.

10. RECORD RETENTION

The Company must maintain, for a period of six (6) years following the period to which the documents and records relate, those documents relating to its compliance with this Agreement (including licenses issued by the Company in respect of its User Interface and whether these are current or have been terminated).

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 11.1. Except as expressly set out in this Agreement all conditions, warranties and representations whether express or implied by statute, common law or otherwise in

relation to the API, the Portal and the licences thereto are excluded to the full extent permitted by law.

11.2. Subject to the provisions in clause 11.4 neither CPL nor their directors, officers, employees, licensors and agents shall be liable to the Company in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages whether direct or indirect arising out of or in connection with this Agreement:

- (a) loss of profit;
- (b) loss of business;
- (c) loss of data;
- (d) loss of use of equipment or process;
- (e) loss of anticipated savings;
- (f) lost management time;
- (g) lost investment opportunity or goodwill;
- (h) resulting from any use of the Portal that is not authorised pursuant to this Agreement; and
- (i) any indirect, special or consequential loss or damage howsoever caused even if CPL was advised of the possibility of such losses or damage in advance.

11.3. CPL shall not be liable for any defects in any network, direct or indirect failure of any power supplies, equipment, data processing and communication systems or transmission links outside their control (including any middleware implemented by the Company or any third party).

11.4. CPL does not exclude or restrict its liability for death or personal injury arising as a result of its negligence or fraud (including fraudulent misrepresentation) or to the extent such liability cannot be excluded or restricted by financial services legislation or any applicable laws and regulations.

- 11.5. Subject to clause 11.4, the entire liability of each party to the other in connection with this Agreement whether in contract, tort (including negligence or breach of statutory duty), or otherwise shall not exceed £500,000 (five hundred thousand pounds).
- 11.6. Subject to the limit on liability set in clause 11.5, the Company agrees to indemnify CPL and its directors, officers, employees, licensors and agents against any losses, claims, liabilities in full and on demand against any and all costs, claims demands expenses liabilities, fees (including those of its legal and other professional advisers) or losses or damage suffered by it (including damage or loss suffered from viruses or harmful code) of whatever nature arising out of or in connection with:
- (a) the misuse or loss by the Company of any identification details given to it by CPL to access the API or the Portal;
 - (b) abuse or misuse by the Company of the API or the Portal in any form;
 - (c) the Company's unauthorised use of the User Interface to connect to the live Portal;
 - (d) a Portal User's use of, or inability to use, the User Interface due to any alleged defect in the User Interface;
 - (e) a failure to comply with any applicable laws;

save to the extent that any such liability is caused by CPL's breach of this Agreement or the CPL's negligence.

12. TERM AND TERMINATION

12.1. Term

This Agreement shall take effect when signed by both parties and shall be for a period of one (1) calendar year and shall be renewed automatically upon the expiry of that period and each calendar year thereafter until it is terminated pursuant to any of the provisions of clause 12.2.

12.2. Termination

The parties shall have the following rights to terminate this Agreement:

- (a) Termination for a Material Breach.** If any party hereto materially commits a breach of this Agreement and the breach cannot be remedied, or breaches any provision of this Agreement and fails to completely cure that breach within one (1) calendar month after receiving written notice of the breach, a non-breaching party may terminate the Agreement immediately upon written notice to the other.
- (b) Immediate Termination for Specific Breaches.** As an alternative to the termination rights described in clause 12.2 (a) above, CPL may immediately terminate this Agreement if the Company:

 - (a) allows a Person other than a Portal User to access the Portal through its User Interface; or
 - (b) undergoes an Insolvency Event.
- (c) Termination on Notice.** Either party may terminate this Agreement, by giving three (3) calendar months" prior written notice.
- (d) Termination Because of a Change in Law.** CPL may terminate this Agreement forthwith in the event of any change in applicable law or court order or threatened court order or proceedings or threat of proceedings that materially impairs CPL"s ability to provide the licenses, services or access described in this Agreement.

12.3. Rights Upon Termination

- a. Upon termination of this Agreement for any reason permitted above:

 - (a) the Company shall immediately cease use of the API and the Trade marks. Any use of the API or the Trade marks after this date will constitute infringement and a violation of CPL"s rights;

- (b) the Company shall immediately cease use of all and any CPL Confidential Information and the Company shall immediately certify to the CPL that it has taken steps to prevent any further use of or access to the CPL Confidential Information and to the extent that it is contained in or evidenced in documents or electronically stored data the Company will take appropriate steps to ensure that those documents and or that data shall remain available to the CPL upon request for up to 6 years following the notice of termination;
 - (c) all amounts outstanding from the Company in respect of services delivered under this Agreement shall become immediately due and payable; and
 - (d) the parties shall each comply with such additional post- termination obligations as may be agreed by them in an exit plan as being reasonable and appropriate in the circumstances.
- b. If CPL terminates this Agreement for any reason permitted above, CPL shall have the right to notify the Portal Users who use the User Interface of the termination of this Agreement with a view to allowing those Portal Users the opportunity to make alternative arrangements for their access to the Portal. Nothing in this Agreement, including the preceding sentence, shall be deemed to restrict CPL's ability to communicate with the Portal Users for any reason it may deem appropriate.

12.4. **Suspension for non-compliance**

In the event that the Company does not meet all applicable technical requirements as specified and varied from time to time by CPL, CPL may in its absolute discretion suspend the Company from use of the Portal by way of immediate written notice to the Company (the "**Suspension**"). Such Suspension shall continue until either the Company remedies its User Interface to ensure compliance with the technical specifications upon which CPL shall serve the Company with written confirmation that the Suspension has been lifted; or CPL terminates this Agreement for breach under this clause 12.

13. APPEALS

In the first instance the parties will attempt to resolve any breach of this Agreement or dispute between them in good faith. At any point prior to notice of termination having been given in writing by CPL to the Company or within 7 working days of such notice being given the Company may submit an appeal in writing addressed to the CPL Appeals Committee in respect of any likely or actual termination of this Agreement. The appeal must contain adequate information for the matter to be properly assessed and must be submitted via the Helpdesk. The CPL Appeals Committee will give reasonable consideration to the facts of the appeal and will notify the Company of its final decision in writing within 7 working days of receipt of the appeal. This appeals process is without prejudice to clause 14.10.

14. ADDITIONAL PROVISIONS

- 14.1. **Assignment and Subcontracting:** the Company shall not assign, transfer or sub contract any of its rights or obligations under this Agreement without the prior written consent of CPL. CPL may assign or transfer all or part of its rights and obligations under this agreement to another person.
- 14.2. **Paragraph Headings:** the paragraph headings contained in this Agreement are solely for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement.
- 14.3. **Continuing Obligations:** the obligations and rights under paragraphs 5.4, 7, 10, 11, 12.3, 13 and 14.10 of this Agreement shall survive the completion, expiration or termination of this Agreement.
- 14.4. **Variation:** No changes to this Agreement will be effective unless agreed in writing by the parties.
- 14.5. **Waiver:** No conduct or delay by CPL in exercising a right or remedy shall be taken as a waiver or variation of any of its rights or remedies unless we waive or vary such right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights or remedies in respect of any other matter.
- 14.6. **Severability:** If any of the provisions of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in this Agreement shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 14.7. **Rights of third parties:** nothing in this Agreement shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.

- 14.8. **Relationship between the parties:** nothing in this Agreement should be construed as indicating or giving rise to a joint venture or partnership.
- 14.9. **Entire Agreement:** this Agreement and any documents referred to in it constitute the entire agreement between the parties and supersede all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that, in agreeing to this Agreement, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set out herein.
- 14.10. **Law And Jurisdiction:** this Agreement shall be subject to and construed in accordance with law of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.

Schedule A

Development and Marketing

1. Development Procedure

Throughout a Development Period, the parties will have the following rights and responsibilities:

- A. Development Plan.** The Company represents that it has prepared or will prepare (if required to do so by CPL) a development plan, which sets out a tentative schedule for the development and testing of its User Interface, and agrees to make details, and in the case of a written plan a copy of that plan available to CPL at CPL's request throughout a Development Period. CPL agrees that all information and documentation concerning such development plan shall be deemed to be confidential information of the Company under this Agreement.
- B. Development Work.** Except for the services provided by CPL that are expressly described in this schedule, the Company will be responsible, at its own expense, for conducting all design, development and maintenance work related to its User Interface. This work includes, but is not limited to, purchase, installation and maintenance of all hardware and software associated with the User Interface; and the development and maintenance of any source or object code constituting or relating to the User Interface. Notwithstanding anything in this Agreement to the contrary, CPL acknowledges and agrees that all right, title and interest to the User Interface developed by the Company shall inure to and become the exclusive property of the Company.

2. System Administration

CPL will provide the Company with valid user accounts for the Company's dedicated use during the development and conformance testing described below.

3. Development Support

If the Company requires technical support relating to the API we may agree to provide such support on terms to be agreed by the parties and provided that CPL reserves the

right to charge the Company for such support services as such relate as CPL shall determine at the time according to the Company's support needs.

4. User Interface Requirements

Technical Requirements. The Company agrees that its User Interface will meet all applicable technical requirements specified by CPL as may be amended by CPL from time to time by notice to the Company in writing and acknowledges that in the event of a breach of the applicable technical requirements CPL may in its absolute discretion suspend the Company from use of the Portal in accordance with clause 12.4 of this Agreement.

5. Company Contact

Throughout the Development Period and until the termination of this Agreement, the Company agrees that CPL may send all notices to the following person and may contact the following person to arrange for any installation, maintenance, replacement or removal or testing pursuant to this Agreement:

Name: _____

Address: _____

Telephone No: _____

Fax No: _____

Email: _____

The Company may change this contact person from time to time by giving written notice to CPL by email to the helpdesk (the email address for which is available on the Web Page).

6. Marketing the User Interface

A. Use of Trade marks. Throughout the term of this Agreement, CPL grants to the Company, a non-exclusive, non-transferable license (without the right of sublicense)

to use the Trade marks solely in connection with its marketing of its User Interface to the Portal.

The Company will use its best efforts to protect the goodwill and reputation of the Trade marks including, but not limited to, high standards of accuracy in all advertisements, brochures and promotional and informational materials using the Trade marks.

The Company agrees to submit any advertising, brochure or promotional or informational material that uses the Trade marks to CPL for approval before distribution, such approval not to be unreasonably withheld or delayed.

CPL may make any changes or additions to these materials that it believes are appropriate to protect the Trade marks. The Company will not distribute the materials until it has made the changes required by CPL.

The Company will adhere to any advertising or promotional guidelines developed or changed by CPL and notified to the Company from time to time. It will also include in all of its advertisements; brochures and promotional and informational materials relating to its User Interface to the Portal the following statement:

The words 'Rapid Claims Settlement' and the design logo are registered Trade marks of Claims Portal Limited. Claims Portal Limited assumes no liability in connection with the use of the Company's user interface by any person or entity.

During the term of this Agreement, the Company shall not use any mark in connection with its User Interface or any other electronic portal or product that is confusingly similar to the Trade marks.

The Company accepts and agrees that CPL may instruct it to cease using all or any of the Trade marks and that the Company will forthwith cease using such materials and confirm to CPL that it has done so.

The Company shall make clear in all marketing for its User Interface that the User Interface is not in any way endorsed by CPL.

B. Use of Information Relating to Portal Users. The Company shall not, in relation to information obtained by, or disclosed to, it under or in connection with this Agreement and relating to any Portal User:

(i) use such information for any purpose other than to develop and maintain a User Interface that allows Portal Users to access, through the API, the Portal; or

(ii) provide such information to any other Person

without written permission from CPL or the direct and express written consent of the relevant Portal User(s). This provision prevents the Company from using or disclosing, in any manner, any non-public information about Portal Users including, but not limited to, their names, addresses Portal trading histories and current or planned hardware and software configurations except as may be permitted by CPL or the relevant Portal User(s) under this section. This provision does not apply to personal information obtained by or disclosed to the Company under any other relationship it has with a person (whether or not that person is also a Portal User) or information that is publicly available.

7. Customer Support

A. CPL Support

Beginning on the first day after the Development Period ends and continuing throughout the term of this Agreement, CPL will provide assistance to the Company, through a helpdesk or other means, to help the Company address problems relating to the interaction of its User Interface with the API.

B. Company Support of its Customers

The Company (and not CPL) is responsible for providing such of the Company's customers as are Portal Users with all necessary training and support relating to their use of the User Interface.

Therefore, the Company agrees to use reasonable endeavours to maintain a telephone hotline or other service to provide first line support for Portal Users in respect of the User Interface.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

Signed for and on behalf of

CLAIMS PORTAL LIMITED

By (Print Name) _____

Signature _____

Position _____

Date _____

Signed for and on behalf of

THE COMPANY

By (Print Name) _____

Signature _____

Position _____

Date _____