



**FACULTATIVE APPLICATION CONSOLE
PRODUCT PILOT LICENSE AND SERVICE AGREEMENT**

This Product Pilot License and Service Agreement ("Agreement") is entered into this _____ day of _____, 20__ ("Effective Date") by and between RGA Reinsurance Company ("Company"), a corporation with offices at 1370 Timberlake Manor Parkway, Chesterfield, Missouri 63017, USA, and _____ ("Customer"), a corporation with offices located at _____

WHEREAS, Customer is in the life insurance business and regularly cedes policies to one or more reinsurers, including Company;

WHEREAS, Company is in the reinsurance business and has reinsured certain facultative life reinsurance business of the Customer;

WHEREAS, Company has developed and is the owner of a facultative life reinsurance Product for expediting reinsurance processing of policies thereby reducing processing costs; and

WHEREAS, Customer desires to obtain from Company a non-exclusive license to use the Product for its internal use and Company desires to grant such a license, all upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

1.1 "Designated Site(s)" shall mean the then current location at which the Product is to be used, which location shall be set forth in and described in Schedule A, attached hereto, and is subject to change upon prior written notice to Company.

1.2. "Product" refers to any Software, Maintenance Service or documentation, as specified in this Agreement and Schedule A, that is provided by Company to Customer.

1.3. “Proprietary Materials” shall mean the concepts and algorithms embodied in the Product and any other information or data received by Customer from Company (including the licensed Product) unless otherwise designated by Company as not Company Proprietary Materials or unless generally known to the public. Such material may be in oral, written, graphic, or machine-readable form, and shall include but not be limited to operating or systems software, application software, and all other computer software for the Product; flow charts, algorithms, coding sheets, design concepts, related documentation and manuals, price lists, financial information, customer lists, marketing techniques, production processes, formulas, discoveries, inventions, improvements, concepts, and ideas.

1.4. “Maintenance Service” refers telephone technical support offered during the normal local business hours of Company, consisting of consultation regarding the operation and use of the Product; and maintenance, modifications, enhancements of the Product as deemed necessary by the Company for the Product to perform in accordance with its technical design and purpose, notwithstanding the provisions of Subsection 7.4.

1.5. “Software” includes any program, programming aid, routine, subroutine, translation, compiler, diagnostic routine, HTML or XML code provided or delivered by Company to Customer, including any documentation or online hosting service.

1.6. “Trade Secrets” shall include but are not limited to source code, object code, executable code, systems design, modular program structure, system logic flow, file design, video and report formats, coding techniques and routines, file handling and special search techniques, video screen and data entry handling, and report generation.

2. LICENSE

Company grants to Customer and Customer accepts from Company a non-transferable, non-exclusive license to use the Product described in the attached Schedule A (which shall be incorporated herein and attached hereto) at the Designated Site(s) for the Number of Licensed Workstations as described in Schedule A.

3. LICENSE RESTRICTIONS

3.1. Customer shall use the Product for Customer’s internal business purposes and in accordance with the terms of this Agreement.

3.2. Customer shall not transfer the Product from any site other than the permitted Designated Site(s) listed on Schedule A without the prior consent of Company.

3.3. Company reserves the right to transfer or assign ownership of the Product and/or its obligations under this Agreement upon prior written consent of Customer

3.4. Customer shall not use, copy, or distribute the Product, or cause or permit

any person to use, copy or distribute the Product, except as permitted under this Agreement.

3.5. Customer shall not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product or Proprietary Materials, in whole or in part, or assist or permit others to do likewise, except according to the terms and conditions set forth in Section 5, below, unless otherwise expressly agreed by the parties in writing.

3.6. Customer shall not use the Product in any service bureau or outsourcing arrangement.

4. TERM AND TERMINATION

4.1. Term: The term of this Agreement shall commence on the Effective Date and shall continue for one year unless terminated by either party by giving the other party thirty (30) days written notice or because of the default of the other party in any obligation under this Agreement.

4.2. Renewal of License: The license granted under this Agreement and the terms of this Agreement shall be automatically renewed upon the continued payment of the Annual Maintenance Fee identified in Schedule A unless either party notifies the other in writing of an intent to terminate or to request to modify terms at least thirty (30) days prior to the expiration date of this Agreement. In the event no notice of termination or request to modify is sent by either party, this Agreement, its license and terms, shall be renewed for the term set forth in Subsection 4.1. If either party provides the other written notification of an election to terminate thirty (30) days prior to the Agreement's expiration date or if the parties cannot agree on proposed modifications, the license will terminate upon the expiration of the Agreement. Subsection 4.3 shall govern the termination of the license and Agreement.

4.3. Termination Procedures: Upon thirty (30) days written notice of termination of the license granted by this Agreement, the license granted by this Agreement shall terminate and, Customer shall:

4.3.1. immediately discontinue all use of the Product and deliver to Company all Product and Proprietary Materials furnished to Customer by Company;

4.3.2. purge all information and data relating to the Product stored on any server or other storage medium or facility which for any reason cannot be delivered to Company, and discontinue all use of the Product and any portion thereof; and

4.3.3. certify to Company in writing that it has returned or destroyed the original and all copies of the Product, including any parts thereof that have been modified or merged with other software.

5. MODIFICATIONS

5.1. It is understood and agreed by the parties that modifications requested from Company are typically contracted for, and developed, after the written specifications therefor have been mutually agreed upon by the parties and Company shall be compensated for such modifications according to a such mutually agreed to contract for modifications signed by both parties.

5.2. Unless otherwise expressly agreed by Company in writing, all enhancements, modifications, improvements, expansions and revisions of or to the Product that are developed or acquired by Company, Customer, its agents or any third party (hereinafter collectively called the "Modifications") shall be considered a part of the Product for ownership purposes. Unless otherwise expressly agreed by Company in writing, Company shall own all right, title and interest in and to the Modifications from the date the same are conceived, created or fixed in a tangible medium, as applicable. Customer (1) hereby assigns to Company all right, title and interest in and to such Modifications, as well as all related copyright, patent, trade secret, and other related proprietary rights therein, and (2) shall ensure that Customer's agents and any other party developing the Modifications for Customer execute comparable assignment documentation in Company's favor. To the extent that any rights are not assigned hereunder, Customer agrees to take all further actions and to sign all necessary documents to perfect assignment to Company of all right, title and interest in and to the Modifications.

5.3. Notwithstanding the fact that the Modifications shall be deemed part of the Product for purposes of this Section, and shall be deemed owned by Company, unless otherwise agreed by Company in writing, Company shall have no obligations regarding the Modifications under any Schedules executed by Company, and Company makes no warranties, support obligations or covenants of any kind regarding the same. Company shall have no obligation to resolve problems or failures of the Product arising from or related to such Modifications.

6. EQUITABLE REMEDIES; LATE CHARGES

6.1. Since unauthorized disclosure, use, or transfer of the Product or other Proprietary Materials including any information contained therein will substantially damage and diminish the value to Company of any of Company's Trade Secrets and Proprietary Materials that are the subject of this Agreement, if Customer breaches any of its obligations with respect to limited use or confidentiality of the Product, it is agreed by the parties that Company shall be entitled to equitable relief to protect its interests therein, including but not limited to injunctive relief, as well as money damages. The rights and remedies of Company set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

6.2. In the event Customer fails to make any payment pursuant to any Schedule executed pursuant to this Agreement, such unpaid amount, upon Company notifying the Customer of its failure to pay the same, shall bear interest at fourteen percent (14%) per annum from the date due until paid to reimburse Company for the loss which Customer agrees Company will incur by Customer's failure to pay its fees in a timely manner; provided, however, in the event said fourteen percent (14%) per annum rate is higher than the rate permitted by law, then interest shall accrue with respect to said unpaid fees at the highest rate permitted by law. Company's right to receive such interest shall not in any way limit any of its other remedies under this Agreement or at law or equity.

7. INTEGRATION, TRAINING AND SUPPORT

7.1. Company shall deliver the Product to the Customer within a reasonable period of time following execution of this Agreement. Customer agrees to have the specified Designated Site(s) prepared, configured and equipped in accordance with the technical requirements specified in Schedule B, attached hereto. The Customer shall install (with Company's assistance, as specified in Schedule A) and test the Product within thirty (30) days of delivery (the "Testing Period"). Customer shall communicate with Company during the Testing Period in connection with any installation difficulties, failures, or other problems with the Product. Company shall use its best efforts to promptly remedy such issues. Upon successful installation and testing of the Product, the Customer shall provide Company with written verification of the Customer's acceptance of the Product.

7.2. At Customer's option, Company agrees to offer Customer training on the use and operation of the Product. Any fees associated with this training shall be set forth in Schedule A. Additional training shall be at Company's then-current rates.

7.3. Company shall provide to Customer, without additional charge, reasonable telephone or written consultation requested by Customer between the hours of 9 a.m. and 5 p.m., Central Standard Time, Monday through Friday, excluding United States holidays, in connection with its use and operation of the Product.

7.4. Except as provided in this Agreement, Company is under no obligation to support the Product in any way, or to provide Customer with updates, bug fixes, builds or error corrections (collectively "Product Updates"). If Company supplies Product Updates to Customer, such Product Updates will be considered a part of the Product, subject to the terms and conditions of this Agreement.

7.5. It is understood and agreed by the parties that with respect to any other services (including any support services) provided by Company *other than* the Maintenance Services expressly provided for by this Agreement, Company shall invoice Customer for all such services on a time and materials basis, including, any reasonable out-of-pocket expenses incurred by Company in the performance of this Agreement.

7.6. If Company ceases to support the Product, as provided for in this Agreement, Company shall use its reasonable efforts to arrange for a third party to continue support of the Product. If Company is unable to arrange such third party support, Company shall convey the source code for the Product to the Customer.

8. LICENSE FEES

8.1. In consideration of the rights granted to Customer pursuant to this Agreement, Customer agrees to pay Company, as license fees for the use of the Product, the fees in the amounts set forth in Schedule A according to the payment schedule specified therein.

8.2. Annual Maintenance Fee: On the date of the anniversary of this Agreement or on the first business day thereafter, Customer shall pay to Company a non-refundable Annual Maintenance fee as set forth in Schedule A. Payment of the Annual Maintenance Fee entitles Customer to continue to use the Product as well as upgrades and Maintenance Services as provided for in this Agreement. FAILURE TO PAY THE ANNUAL MAINTENANCE FEE CONSTITUTES BREACH OF THIS AGREEMENT AND SHALL BE THE BASIS FOR THE IMMEDIATE TERMINATION OF THIS AGREEMENT.

8.3. Customer shall compensate Company monthly for all services provided by Company, as identified in Subsection 7.5.

9. TAXES

In addition to the amount of payments owed by Customer to Company pursuant to this Agreement, Customer shall pay any and all duties, levies, or imposts for all sales, use, value added, and other taxes of any nature assessed upon or with respect to such payments or this Agreement by any community of nations or any nation, or any political subdivision of any nation, exclusive, however, of taxes based on net income. In the event that Company is required to pay any tax not expressly excluded by this Agreement, Customer shall promptly reimburse Company for the same. Customer will provide Company with written documentation, including but not limited to copies of receipts, of any and all such taxes paid in connection with this Agreement.

10. INTELLECTUAL PROPERTY

10.1. Title to the Product, including all components, enhancements, and modifications thereof, and any and all copyright, patent, trade secrets, and other intellectual and/or proprietary rights therein are and shall remain the valuable properties and Trade Secrets of Company embodying substantial creative efforts and confidential information, ideas, and expressions. Customer further acknowledges that the value of such Company Proprietary Materials (as said term is more fully defined in Section 1, above) would be substantially damaged by disclosure to the public or by use contrary to the provisions of this Agreement.

10.2. Customer shall not alter, remove, modify, obscure or cover any copyright notices, logos or other legends or notices placed on or embedded by Company in the Product or Company Proprietary Materials.

10.3. Company may assign or sell its rights interests, duties or obligations hereunder to another entity upon the prior written consent of Customer.

11. COPIES

11.1. Customer agrees to use its best efforts so that while this Agreement is in effect, or while Customer has custody or possession of the Product or any part thereof, Customer will not copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the source code, executable code or the object code of the Software or to copy or duplicate any documentation or information furnished by Company and designated as "Proprietary" or "Confidential," except to the extent that one copy of the Software solely for back-up and recovery purposes, provided that such copies shall include Company's copyright and proprietary notices.

11.2. Customer may copy for its own internal use and at its own expense the operating manuals, training materials, and other terminal-user-oriented materials with respect to the Product. Any such copies made shall preserve unaltered any trademark, copyright, patent, proprietary, or confidentiality notices, logos, and legends contained therein.

11.3. Customer agrees that it shall not permit any copy, in any medium, of all or any portion of the source code, executable code or object code of the Software to be transmitted to or located outside of the country where the Designated Site(s) is located, except with (i) Company's prior written consent, and (ii) Customer's submission to Company of evidence that Customer has satisfied any applicable export or import requirements.

12. CONFIDENTIALITY

12.1. Each party acknowledges that in the course of performing this Agreement, it may learn confidential business, trade secret, proprietary or other like information concerning the other party or third parties to whom the other party has an obligation of confidentiality. Each party agrees that it will use such information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement, that it will not disclose such information orally or in writing to any third party without the prior written consent of the other party, and that it will take at least such precautions to protect the other party's confidential and proprietary information as it takes to protect its own.

12.2. Customer acknowledges and understands that the Product provided under this Agreement is proprietary and the property of Company and constitute Company's trade secrets. Customer agrees to use its best efforts to prevent disclosure of the Product to any third party, except as expressly permitted under this Agreement. The obligations contained in this Section shall survive termination or expiration of this Agreement.

12.3. Company hereby acknowledges and agrees that the tangible and intangible materials and information supplied or revealed by Customer to Company in the course of or in connection with the performance by Company of its obligations under this Agreement may contain valuable Confidential Information and Trade Secrets relating to Customer's business which are the sole and exclusive property of Customer, and are critical to Customer's competitive position in the marketplace. Such Confidential Information and Trade Secrets shall be deemed to include, but not limited to, Personal Information, all components of the computer software systems which Customer uses in the conduct of its business whether or not those systems are owned by Customer or by others who have authorized their use by customer, and all information which is considered confidential or proprietary to third party computer software suppliers who have granted Customer the right to use one or more of their computer systems, in whole or in part.

12.4. Company hereby agrees to hold all such Confidential Information and Trade Secrets confidential to the same extent that Company maintains its own confidential information and trade secrets, but not less than a reasonable standard of care, and that same shall not be disclosed by Company to any person, firm, corporation, association or other entity, other than to employees of Company as may be necessary for their performance under this Agreement.

12.5. Company shall take reasonable action by instruction, agreement or otherwise, with respect to Company's employees to comply fully with Company's obligations hereunder with respect to the use, copying, protection and security of said Confidential Information and Trade Secrets.

12.6. Company acknowledges that as a financial institution Customer may be subject to certain laws and regulations regarding the privacy and protection of consumer information, and that any receipt or use of personal information by Company may also be subject to compliance with such laws and regulations. Company agrees that any personally identifiable information or data concerning or relating to Customer's current or prospective customers or consumers, or any information or data that Company collects or derives from interactions with Customer or its current or prospective customers or consumers or an aggregation or a derivation thereof ("Personal Information"), shall be used solely for the purpose of carrying out the services described under this Agreement.

12.7. In no event shall any such Personal Information be used by Company for any other purpose whatsoever (including, without limitation, the marketing of Company's other products or services), and Company is expressly prohibited from contacting or marketing to Customer current or prospective customers or consumers through any means for any other purpose. Company agrees that such Personal Information shall not

be disclosed, given, bartered, sold, traded, transferred or exchanged in any way to other companies or entities for any uses; and if this were to occur it would cause irreparable harm to Customer and be a material breach of this Agreement.

12.8. Should Company wish to share any such Personal Information with an affiliate or a third party for the purpose of carrying out the services described under this Agreement, Company shall (a) obtain the advance written approval of Customer, and (b) obtain the agreement of any such affiliate or third party not to redisclose the Personal Information or to use the Personal Information other than as set forth above in this Section.

12.9. Company shall, upon termination or expiration of this Agreement, or upon demand by Customer, whichever is earlier, promptly return to Customer any and all Customer Confidential Information (including Personal Information) together with any copies or reproductions thereof and destroy all related data in its computer and other electronic files. Company shall at such time provide Customer with a certificate signed by an officer of Company certifying that all such Customer Confidential Information has been returned to Customer or destroyed. Company agrees to ensure that all Customer data will be erased from all forms of magnetic and electronic media using a method which ensures that it cannot be recovered. Company shall state in writing the method of data destruction and the date completed.

12.10. Company agrees to restrict access of Personal Information to those employees who need to know that information. Company agrees to implement appropriate measures to establish a security program with respect to Personal Information which: (i) ensures the security and confidentiality of Personal Information, (ii) protects against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protects against any unauthorized access to or use of such information including access or use that could result in substantial harm or inconvenience to any of Customer's consumers or customers. Customer reserves the right to audit Company to assure compliance with these requirements.

12.11. Customer acknowledges that the Product is a commercially valuable proprietary product of Company containing confidential information and trade secrets disclosed to Customer on a confidential basis under this Agreement to be used only as expressly permitted by the terms and conditions of this Agreement. Accordingly, Customer agrees to keep the Product confidential in the same manner of confidentiality in which Customer keeps confidential its own proprietary and confidential information and trade secrets.

12.12. The following information shall not be deemed Confidential Information or Trade Secrets, and neither party or their employees shall have any obligation with respect to any such information which:

- a. is or falls into the public domain through no wrongful act of either party or their employees; or

- b. is rightfully received from a third party without restriction and without breach of this Agreement; or
- c. is disclosed pursuant to the requirements of a governmental agency or operation of law; or
- d. is already in possession of either party or their employees as evidenced by their records and is not the subject of a separate non-disclosure or confidentiality agreement with either of them.

12.13. Notwithstanding anything contained herein to the contrary, Company will immediately notify Customer of any circumstances involving (i) a Breach of Security of Personal Information or (i) a reasonable belief by Company that there may be a Breach of Security of Personal Information (the “Notification”). In addition to the Notification, no later than one (1) business day after detection of the Breach of Security, Company will also provide Customer with a report (the “Report”) summarizing the Breach of Security, which will include, at a minimum, the following: date, time, description, how the Breach of Security was detected, systems and/or data (including Personal Information) subject to unauthorized access, root cause, corrective action taken to date and any additional planned actions. For purposes of this agreement, “Breach of Security” means any unauthorized access to or use of Personal Information, whether by internal or external source, and whether such Confidential Information is in electronic, paper or any other format [, including, without limitation, the following: unauthorized access to Personal Information while located on a computer, website or database, interception of Personal Information while being transmitted by e-mail, unauthorized acquisition of paper files, or unauthorized use of an ID or password]. The Notification shall be communicated by phone and facsimile, and the Report shall be communicated by facsimile and overnight delivery service, using the following contact information:

Chief Compliance Officer

Telephone: _____

Fax: _____

13. WARRANTIES, INDEMNITIES AND LIMITATIONS OF LIABILITY

13.1 Disclaimer of Warranty. The parties agree that the Product is provided “AS IS.” Company DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR IN ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, Company EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE INTERNET-RELATED ACTIVITIES PROVIDED BY, OR MADE POSSIBLE THROUGH, THE USE OF THE INTERNET-RELATED PRODUCT OR SERVICES

PROVIDED HEREUNDER, INCLUDING ANY WARRANTY THAT CUSTOMER'S COMPUTER SOFTWARE OR SYSTEM WILL BE SECURE; THAT INFORMATION CONTENT, COMPUTER CODE, OR OTHER DATA ACCESSED OR RECEIVED BY CUSTOMER THROUGH THE USE OF THE PRODUCT WILL BE ACCURATE, WILL NOT CONTAIN BUGS, ERRORS, VIRUSES, COOKIES, ELECTRONIC SELF-HELP MECHANISMS, OR OTHER SIMILAR DEVICES, OR FUNCTION PROPERLY WITH THE SYSTEM OR CUSTOMER'S INFORMATION CONTENT, COMPUTER CODE OR OTHER DATA.

13.2 Limitation of Liability. The cumulative liability of Company to Customer for all claims relating to the Product and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Company hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13.3. Third Party Claims or Demands: Company warrants that it has title to the Product. Company warrants that it has the right to grant the license rights under this Agreement and will indemnify and defend Customer against any claim that Customer's use of the Product constitutes an infringement of any U.S. patent, copyright or other trade secret. If the Product becomes or is likely to become the subject of an infringement claim, Company will do one of the following:

- a. Procure for Customer the right to continue to use the Product;
- b. Replace the Product with a compatible, functionally equivalent non-infringing product;
- c. Modify the product at no cost to Customer to make it non-infringing;
or
- d. Return the license fees paid to Customer.

14. INDEMNIFICATION

Customer agrees to indemnify and hold Company harmless from any losses, damages, costs, or expenses resulting from any third party claim or allegation arising out of or relating to use of the Product, including any claim which, if true, would constitute a breach of the terms of this Agreement.

15. ARBITRATION

15.1. Any dispute arising under this Agreement shall, except as expressly provided otherwise in this Section, be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. Company and Customer, before entering into arbitration, shall each appoint an arbitrator, and these two arbitrators shall select a third arbitrator to be a member of the arbitration panel. Should the two arbitrators not be able to agree on a choice of the third, then the American Arbitration Association shall make the appointment of a person who is neutral to the parties in controversy. None of the arbitrators shall be officers or employees of the parties to this Agreement. Each arbitrator shall have expertise in the computer software field. The venue for the arbitration proceeding shall be the County of St. Louis, Missouri, USA, unless otherwise agreed by both Company and Customer in writing.

15.2. Notwithstanding the foregoing provisions, neither party shall be precluded from instituting an action in a court of competent jurisdiction for collection of undisputed fees, a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the panel of arbitrators.

15.3. The cost of arbitration, including fees per arbitrator, shall (except as otherwise provided in Subsection 17.3 below) be borne equally by the parties. The resulting arbitration award may be enforced by all lawful remedies, including without limitation, injunctive or other equitable relief in any court of competent jurisdiction.

16. NOTICES

All notices and other official communications under this Agreement shall be in writing shall be effective upon receipt. Notices shall be directed to the other party at the address or facsimile number appearing below:

If to Company:

Reinsurance Group of America, Incorporated
1370 Timberlake Manor Parkway
Chesterfield, Missouri 63017
Attention: Timothy Christ
Telephone No. 636-736-7433
Facsimile No. 639-736-7833

If to Customer:

Attention:
Telephone No.
Facsimile No.

17. GENERAL PROVISIONS

17.1. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties hereto.

17.2. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflicts of law principles. The parties agree that, notwithstanding any legislation to the contrary, any litigation or proceedings shall be brought solely before the United States federal courts located in St. Louis, Missouri, and Customer hereby submits itself and its property to the personal jurisdiction and venue thereof.

17.3. Attorneys' Fees. If either party is required to engage in any proceedings, legal or otherwise, to enforce its rights under this Agreement, the prevailing party shall be entitled to recover from the other, in addition to any other sums due, the reasonable attorney's fees, costs and necessary disbursements involved in said proceedings.

17.4. Force Majeure. No party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond its reasonable control, provided that the affected party addresses the matter with reasonable diligence and speed.

17.5. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held illegal, invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions contained in this Agreement.

17.6. Waiver of Breach. The failure of each party at any time or times to require performance of any provision hereof shall not operate as a waiver and will in no manner affect the right at a later time to enforce such provision.

17.7. Compliance with Laws. Customer agrees to comply with all applicable laws, rules and regulations in connection with its activities under this Agreement.

17.8. Facsimile Signatures. It is understood and agreed that if copies of this Agreement bearing facsimile signatures are exchanged between the parties, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding and enforceable as if the same were original documents bearing original signatures. Provided further, the parties also agree that, in the event they execute fax copies of this Agreement, they will also promptly execute and exchange hard copy originals of the same.

17.9. Assignment. The license to use the Product and all components thereof is personal to Customer and Customer shall not transfer, sublicense, assign, or deliver the Product (or any component thereof) or such license, without the prior express written consent of Company. In the event of such an assignment to which Company consents, the assignee shall expressly assume Customer's obligations under this Agreement.

17.10. Conflict. In the event of any conflict between the terms and conditions of this Agreement and any Schedule attached hereto, the terms and conditions of the Schedule shall prevail.

17.11. Survival. In the event of the termination or expiration of this Agreement, the provisions of this Agreement, which by their nature extend beyond the termination or expiration of this Agreement, shall remain in effect beyond such termination or expiration until fulfilled.

17.12. Waiver of Rights. The failure of either party to insist, in any one or more instances, upon the performances of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights, and the obligations of the party with respect to such future performance shall continue in full force and effect.

17.13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, when executed, shall be considered an original for all purposes, provided that all counterparts shall, together, constitute one and the same document.

17.14. Entire Agreement. This Agreement, including Schedule A and Schedule B, entered into hereunder, constitute the entire agreement between the parties with respect to the subject matter hereof, and it integrates all prior statements and agreements respecting the same. This Agreement may be amended only by a document executed by both parties.

The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. The parties further agree that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications regardless of the form thereof between Company and Customer relating to the subject matter of this Agreement. This Agreement shall not be modified or amended except by written consent of duly authorized representatives of both parties.

CUSTOMER

By: _____

Name: _____

Title: _____

COMPANY

RGA Reinsurance Company

By: _____

Name: _____

Title: _____

SCHEDULE A

This Schedule specifies all Software, Services, fees, and Designated Site(s).

Product

Fee

Facultative Application Console © V3.5
(in object code form only)

Time and Travel
estimate between \$750 - \$1500

Annual Maintenance Fee

Fee

Number cases transmitted previous year	Fee
0 - 500	\$500
501 – 1500	\$750
> 1500	\$1750

Services, Installation, Training Fees

The fees for Services, Installation, Training, Customer requested Modifications, and any associated out of pocket expenses will be billed monthly on a time and materials basis.

Customer shall reimburse Contractor for reasonable and necessary travel and out-of-pocket expenses associated with the Services, Installation, Training, or Customer requested Modifications, provided such expenses are first approved by Customer. All travel shall be reimbursed for coach class fares only. Original receipts or vouchers must support all requests for reimbursement of expenses.

Upgrades

There will be no other fees required, besides the annual maintenance fee, in order to receive future upgrades to this version of Facultative Application Console. Training and installation support, if requested, will be an additional charge for future upgrades.

Permitted Designated Site(s)

Permitted Number of Licensed Workstations

No Limit

SCHEDULE B

This Schedule specifies the minimum technical requirements for Facultative Application Console running in stand-alone mode and installed on a single desktop computer. Adjustments to the minimum technical requirements are necessary depending on the delivery methods implemented and the configuration of the installation if using any network based resources.

Desktop computer:

- Intel compatible computer
- 32 MB RAM
- Windows 2000 or higher
- Internet Explorer 5.0 or higher (to view images within F.A.C)
- Hard disk drive with a minimum of 2 MB of free disk space

Additional software and drivers for desktop computer:

- MS Office 97 or higher
- MDAC 2.5 or 2.6 (comes with F.A.C. installation CD) **
- DAO 3.6 (comes with F.A.C. installation CD) **

** Must check for compatibility with other desktop applications

Scanner requirements:

- Twain compatible scanner
- Image format support for TIF Group III, TIF Group IV, or PDF

Additional Requirements:

- Printer for reports
- Depending on the delivery method(s) chosen you may need:
 - SMTP compliant e-mail solution
 - Fax solution
 - Standalone or networked-based
 - Internet access for users if using Extranet uploads
- Adequate disk space to temporarily store scanned images and other electronic files.