

AAIS All-Access Membership

The Terms

Terms and Conditions for Membership in AAIS.

“Product(s)” means all works, materials, program content, and data developed by AAIS, distributed by AAIS, or by a third-party partner of AAIS, in any form, format, or media, including manuals, forms and endorsements, bulletins, actuarial studies, rating information and factors, loss cost, statistical plans, database outputs and data compilations, and any derivatives of any these products that are proprietary to and/or copyrighted or copyrightable by AAIS or any third-party licensor of AAIS.

“Service(s)” means all technology solutions or implementations that provide access to and/or further individualized or custom development for Products. Services include actuarial services, filing services, statistical reporting, access to AAISdirect, access to the AAIS Underwriting Platform, use of Product Deployment Platform output and any customized Products.

“Membership Subscription Period” means the continuous, recurring annual periods one year from the date of the signed and accepted membership application. Membership may be renewed yearly from the date of the signed and accepted membership application. Renewal does not require any additional action beyond payment of the invoice provided by AAIS prior to anniversary of the date of Membership. Members may request an initial pro-rated membership exceeding a one year term to synchronize to calendar-year end or other fiscal year-end as convenient for the Member.

Grant of License. AAIS grants a worldwide non-exclusive, non-transferable right and license to Members for the unrestricted use of AAIS Product and Services during the Membership Subscription Period, to (i) access, use, perform, and display (publicly or otherwise), and to permit Members and/or Member designees to access, use, perform, and display (publicly or otherwise), the AAIS Product and Services, (ii) create information, algorithms, models, indexes, scores or data resulting from Members’ manipulation or analysis of the data within the AAIS Product and Services and/or combination with other data not provided by AAIS, (“Derivative Works”).

A Member may grant access under this license to all companies, subsidiaries, affiliates or other entities identified as part of its holding company structure. At the time of onboarding with AAIS, the Member shall identify all entities throughout the holding company that it wishes to be included under the Membership Agreement. Upon the acquisition or merger of the Member, or any entity identified as a participant under the Membership, or any additional entity that the Member wishes to extend participation as the result of merger or acquisition, the Member shall notify AAIS of the addition or deletion of the entity from participation under this Membership. Membership rights are non-assignable and non-transferable by the Member. However, access to AAIS Products and Services may be extended to designees of the Member. Designees of the Member shall only use the AAIS Products and Services to the extent that the designee is performing or providing services for or on behalf of the Member. The Member will be responsible for any acts of their designee in violation of the terms of use.

Statement(s) of Work. All Products or Services developed by AAIS, now or in the future, shall be available to Members in return for payment of the Membership fee, however, individual products and/or services utilized by a member which requires engagement with AAIS for utilization shall be specifically outlined within “no fee” Statement of Work(s). In the event that provisions in any Statement of Work conflicts with the provision stated as part of this “Terms of Membership”, the provisions of the Statement of Work will control.

Data. Members are not required to contribute data, however any data contributed to AAIS will only be used for updates of the products and services for which such data was originally contributed. AAIS shall only use the Member Data to maintain and enhance the applicable products or services for which the data was specifically contributed pursuant to a statement of work. AAIS will not, in any circumstance, distribute or release the individual raw Member Data provided by Members to any third party. AAIS will abide by the terms and conditions as adopted in a separate Data Security Policy.

Grant of Filing Authority. If a Member elects to adopt an AAIS Product or Service, state regulations will govern any filing requirements to utilize the Products and/or Services as an intended advisory program. AAIS requests that Members advise of the intent to adopt any Program and Service as an intended advisory program in order that AAIS may assist in the adoption filing and in order for the Member to make elections regarding the grant of filing authority to AAIS for the advisory program. The grant of filing authority generally allows a company to utilize all updated filings or compliance changes that AAIS makes to the Products and Services. State laws and regulations regarding the grant of filing authority vary from state to state.

Additional Fees. No additional fee will imposed on members unless a Member requests work that would customize or modify any Product or Service for use. Any additional fees or responsibilities on the part of AAIS or the Member will be negotiated, defined and agreed to separately in a Statement of Work or Product Service Agreement.

Confidentiality. AAIS and a Member may from time to time exchange Confidential Information and maintaining confidentiality of both AAIS and a Member’s Confidential Information is reasonably and necessary to protect legitimate business interests. Accordingly, AAIS and Members agrees to receive such Confidential Information in strict confidence and that neither it nor any of its officers, directors, representatives, employees or agents (including any consultants, subcontractors or advisors) shall, at any time while during this membership or thereafter, directly or indirectly, divulge, reveal or communicate any such Confidential Information to any person, firm, corporation or entity whatsoever, or use, pursue or exploit any such Confidential Information for its own benefit or for the benefit of others except as part of the membership in AAIS. AAIS and Members agree not to infringe any of the other party’s intellectual property or other rights in its Confidential Information, and nothing herein shall be construed as expressly or impliedly granting a license or right to use such Confidential Information by the other party except with respect to the rights granted as in relation to the AAIS Membership.

The foregoing restrictions shall not apply to the extent that, with respect to either AAIS or Members, such information:

- (i) is or becomes public knowledge (other than by breach of that restriction);
- (ii) was obtained by the recipient party from a third party having the right to disclose it, without the obligation to keep such information confidential;
- (iii) was independently developed by the recipient party without the use of such Confidential Information and without the participation of individuals who have had access to such Confidential Information; or
- (iv) is required to be provided by law, legal process (including subpoena, civil investigative demand or similar process) or any regulatory authority; provided, AAIS or the Member receiving such legal process shall give prompt notice in writing so a protective order and/or other motion to prevent the production of such Information may be instituted to preserve the Confidential Information.

For purposes of this Terms of Use, “*Confidential Information*” means information relating to a party hereto and its assets, operations, clients, and past, present, and future businesses, including but not limited to know-how, drawings, manuals, reports, formulae, algorithms, processes, trade secrets, computer software, computer data bases, computer software documentation, research products ,inventions, technical data, specifications, designs, ideas, product plans, research and development efforts, personal and customer information, financial information, quotations, price lists, customer lists, business methods and operations and marketing programs, all of which are proprietary with such party and involve trade secrets, know-how, techniques, and combinations of known information of a character regarded by such party as confidential.

Intellectual Property Rights. AAIS and Members, respectively, retains all right, title and interest in all of its existing and future intellectual property rights. No license or other right is granted by AAIS or the Member with respect to any of their intellectual property under this Terms of Membership except as expressly provided herein.

Members agree that all copyrights will be respected. The AAIS copyright notation should be retained and appear on all copies of materials or information obtained from AAIS. If a Member modifies any copyrighted documents, it must include the following statement: “Contains copyrighted material of the American Association of Insurance Services.”

Termination. If a Member does not intend to renew the annual Membership, Member must give 90 days’ notice of the intent to abandon the Membership. AAIS may terminate this Membership if Member violates any of the stated terms of Membership contained herein, however Member will have thirty (30) days of receiving written notice describing such violation to cure the violation. AAIS may terminate the Membership if the cure is not effectuated. Membership fees are earned upon remission and no refunds will apply for the remainder of the Membership Subscription Period in which the Membership was terminated. Upon termination, the Member shall have the remainder of the Membership Subscription Period for access to Products and Services. Upon the end of the Membership subscription period, the Member agrees to discontinue use of any AAIS Program or Service used, adopted, leveraged and/or in production. Members may retain information or documentation and produce the materials containing AAIS content or information which are necessary for audit or regulatory purposes.

Extensions and Continued Use of Products. Members may extend the use of AAIS Products and Services beyond the Membership Subscription Period upon further negotiation for the time needed to discontinue use of any AAIS Products and Services. Additional fees under any extension of Membership Subscription Period shall not exceed one year's fee under the Membership Fee Schedule in place for the Member at the time of termination.

Further, a Member that has maintained membership under these Terms of Membership for at least three years have the right to purchase a grant of perpetual license to AAIS program material, filed or approved as advisory products or marked with AAIS copyright, specifically forms, loss cost or manuals in use, whether used by the Member verbatim or used in some derivative fashion by the Member at the time of termination under the following fee schedule:

Members for (5) five years: Twice (2X) the membership fee

Members for (4) four years: Three times (3X) the membership fee

Members for (3) three years: Four times (4X) the membership fee

Upon the grant of a perpetual license, all other access to materials including updates, bulletins or other products or services shall be terminated immediately upon the expiration of the Membership Subscription Period. However, a Member may continue to use or retain any other AAIS content or information not , filed or approved as an advisory products or marked with the AAIS copyright shared through the Membership and used in the Member's Derivative Works or generally by the Member beyond the Membership Period and is not required to purchase a perpetual license for such use.

Warranties. AAIS and Members represents warrants and covenant to the other that it has the authority to enter into this Membership and to grant the rights granted by it and perform its obligations under this Membership. AAIS further represents, warrants, and covenants to Members that: (a) [to its knowledge] the AAIS Products and Services do not and shall not infringe any Intellectual Property Rights of any third party; (b) AAIS Products and Services will conform to and comply with industry accepted standards and shall otherwise be accurate, complete, and up-to-date (c) the Products and Services do not contain any disabling code (defined as computer code that is designed to interfere with the normal operation of a product or service) or any program routine, device or other undisclosed feature (including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) by deleting, disabling, deactivating, interfering with or otherwise harming any data, software, hardware or system. No warranties hereunder will not extend to problems or liabilities that result from: (i) Member's failure to implement all updates to the Products and Services; (ii) any alterations of or additions to the Products and Services performed by parties other than AAIS; (iii) misuse of the Products and Services; or (iv) use of the Products and Services in conjunction with products not supplied or approved by AAIS.

WARRANTY LIMITATION. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY EACH PARTY HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AAIS AND MEMBERS SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN CONNECTION WITH THIS TERMS OF MEMBERSHIP

Limitation on Liability. AAIS'S LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO MEMBERSHIP ARE LIMITED TO THE AMOUNT PAID FOR THIS MEMBERSHIP AND ANY ADDITIONAL COST INCURRED FOR WORK UNDER A STATEMENT OF WORK IN THE YEAR ANY CLAIM IS BROUGHT.

Indemnification by AAIS. AAIS will defend, indemnify and hold a Member, its affiliates, its and their respective officers, directors, employees, agents and contractors harmless from and against any liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Member in connection with any claim that the possession, use, transmission, of the Products or Services used within the scope of the Membership infringes, misappropriates or violates any patent, copyright, trade secret, trademark or intellectual property right of a third party. Members shall notify AAIS promptly of any claim that any Service or Product, or Member's use of any Service or Product, is improper or illegal or violates the rights of any third party. Within fifteen (15) days of receipt of notice of any such alleged infringement, Member shall notify AAIS of such allegation in writing. AAIS shall have the sole right to conduct the defense of any such claim or suit and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing. In the event that Member's use of any Product or Service is held to constitute an infringement and use of that product is permanently enjoined, AAIS shall, at its option and expense, either:

- (1) procure for the Member the right to continue using such Product or Service; or
- (2) modify such Product or Service to become non-infringing; or
- (3) replace such Product or Service with an equally suitable, compatible, and functionally equivalent non- infringing Product or Service; or if the foregoing are unavailable;

Should a Member learn of the infringement of any Product or Service licensed under the Terms of Membership, Member shall promptly advise AAIS in writing, providing AAIS with any available evidence of the infringement. In any such infringement suit as AAIS may determine to institute to enforce its intellectual property rights, Member shall, at the request and expense of AAIS, cooperate with AAIS in all reasonable respects, including having its employees with relevant information provide such information to AAIS and testify when requested by AAIS and make available to AAIS any relevant records, papers, information and the like. The limitation of liability set forth above does not apply to this Indemnification.

AAIS shall not, without the Member's prior written consent, enter into any settlement agreement which (a) admits guilt, fraud, liability or wrongdoing of the indemnified party, (b) requires the indemnified party to commit to action or to refrain from action, or (c) provides for any damages other than money damages for which the indemnified party is indemnified. The indemnified parties reserve the right to participate in the defense at their own cost.

Insurance. AAIS shall maintain insurance coverages for commercial general liability, workers compensation and employers liability, automobile liability, professional liability, and cyber liability along with any other coverage as recommended and approved by the Board.