

Vertafore Agent Solution Terms

1. General

Customer's access to and use of the paid Vertafore Agents made available as part of the Vertafore Solutions (each, a "Paid Agent") is enabled through Agent Credits ("Credits"). There are two types of Credits, Purchased Credits (as defined below) and Starter Credits (as defined below). Vertafore may, from time to time, also offer certain Agents free of charge, with such Agents not requiring Credits for usage ("Free Agents"; and collectively, with the Paid Agents, "Agents").

The usage and conversion rules for the Credits for each applicable agent shall be as provided in Customer's User Interface.

2. Purchased Credits

2.1 General. Purchased Credits are subject to a separately executed Order form for Credits ("Credits"), which may be executed electronically through Vertafore's online application or through Vertafore's standard signature process. Credits will be applied to Customer's balance upon completion of purchase. These Solution Terms are incorporated into and governed by the Vertafore Standard Terms or the master agreement between Vertafore and Customer (the "Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2.2 Minimum Increments. Purchased Credits must be purchased in minimum increments provided by Vertafore ("Blocks"), which Blocks Vertafore may change, in its discretion, at any time.

2.3 Overages. Customer must maintain a sufficient Credit balance to access and use the Agents. Credits will be applied to Customer's balance upon completion of purchase. In the event Customer's usage exceeds the Purchased Credits (each, an "Overage"), Customer must purchase additional Blocks sufficient to cover the shortfall at two (2) times the Customer's then current rate for Credits. Once additional Blocks are purchased, the aggregate credits purchased become Customer's new baseline for renewal.

2.4 Overage Invoicing. Invoice for Overages shall be due and payable in accordance with the payment terms set forth in the Agreement.

2.5 Purchased Credit Expiration. All unused Purchased Credits will expire at the end of the applicable Order term and shall have no cash or refund value.

2.6 No Assignment or Refund of Purchased Credits. Purchased Credits are non-refundable, non-transferable, non-assignable, non-redeemable, and not convertible into cash, refunds, or service credits.

3. Starter Credits

3.1 General. Eligible Customers may receive a set number of free credits ("Starter Credits") at the Customer account level to be used in connection with the Paid Agents. The number of Starter Credits granted shall be determined by Vertafore, in its sole discretion, for each Vertafore Agent. For the avoidance of doubt, by using a Starter Credit, Customer agrees to be bound by these Agent Solution Terms.

Notwithstanding anything in these Agent Solution Terms to the contrary, Vertafore may, in its sole discretion, change, reduce, or eliminate the Starter Credits at any time.

3.2. Application. Unless otherwise specified by Vertafore in writing or configured by Vertafore within the applicable service, Starter Credits shall be applied and consumed prior to any Purchased Credits. For the avoidance of doubt, Starter Credits are separate and distinct from Purchased Credits.

3.3 No Assignment, Transfer, or Refund of Starter Credits. Starter Credits have no cash value and are non-refundable, non-transferable, non-assignable, non-redeemable, and not convertible into cash, refunds, or service credits.

3.4 Changes. Vertafore may, in its sole discretion, change, reduce, or eliminate the Starter Credits at any time.

3.5 Usage of Starter Credits. Starter Credits shall be subject to the same applicable usage, metering, and conversion rules as Purchased Credits for the relevant Agent. The applicable usage, metering, conversion rules, and quantity of Starter Credits may vary by Agent.

3.6 Overages. Starter Credits shall not create, permit, or result in any overage, overdraft, negative balance, or Customer payment obligation. If Customer's available balance consists solely of Starter Credits and such Starter Credits are exhausted, further processing or use of the applicable Paid Agent may, in the sole discretion of Vertafore, be suspended or blocked unless and until the customer either (a) purchases Credits or (b) receives an additional approved internal grant of Credits from Vertafore.

3.7 Credit Expiration. All unused Starter Credits expire on the one year anniversary of the date that they are provided to Customer by Vertafore, and shall have no cash or refund value.

4. Agent Responses; Disclaimer of Reliance; Customer Responsibility; Vertafore Discretion.

4.1 No Verification of Responses. Responses, recommendations, and other outputs generated by the Agents ("Agent Outputs") are produced through automated processes and are not independently reviewed, verified, or endorsed by Vertafore.

Vertafore makes no representations or warranties, express or implied, regarding the accuracy, completeness, reliability, or fitness for any particular purpose of any Vertafore Agent Output.

4.2 Customer Review Required. Customer is solely responsible for reviewing all Agent Outputs prior to taking any action, making any decision, or implementing any change based upon such output. Customer shall not rely on Vertafore Agent Outputs as a substitute for the exercise of Customer's own independent professional judgment.

4.3 Disclaimer of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERTAFORE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, OR EXPENSE OF ANY KIND ARISING OUT OF OR RELATING TO: (A) ANY DECISION MADE BY CUSTOMER OR ANY THIRD PARTY BASED ON AN AGENT OUTPUT; (B) ANY ACTION OR INACTION TAKEN IN RELIANCE ON AN AGENT OUTPUT; (C) ANY OUTCOME OR CONSEQUENCE RESULTING FROM CUSTOMER'S USE OF OR RELIANCE ON AN AGENT OUTPUT; (D) OUTAGES RELATED TO THE UNDERLYING PLATFORM PROVIDER OUTAGES; OR (E) THE CONTENT, ACCURACY, COMPLETENESS, AVAILABILITY, TIMELINESS, VALIDITY, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, QUALITY OR ANY OTHER ASPECT OF CONTENT, DATA, INFORMATION, APPLICATIONS OR MATERIALS FROM THIRD PARTIES. THIS DISCLAIMER APPLIES REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STATUTE, OR ANY OTHER THEORY.

4.4 Vertafore Discretion. Vertafore has the right, in its sole discretion, to meter usage, deduct Credits based on its system of record, and suspend or block additional Credit-consuming Agent processing when a Customer has insufficient Purchased Credits or has exhausted its Starter Credits. Vertafore may also, in its sole discretion, disable Agents at any time.

5. Agent Platform and Models.

5.1 Vertafore Agent Platform Provider. Vertafore may change the platform its Agents are built on at its sole discretion and without notice to Customer.

5.2 Model Providers. Vertafore may leverage large language models from third-party providers and document the identity, capabilities, and role of third-party models integrated into the Agent platform.

5.3 Model Terms. Customer's use of the Agents may also be subject to the terms and conditions imposed or made available by a third-party provider of open source software or large language models, if applicable and as may be updated by such third-party provider. Customer shall comply with all applicable terms and conditions of third-party providers in connection with the access or use of such models.