



A Joint Powers Authority Established in 1980

March 11, 2024

Executive Committee Meeting
Agenda



PRESIDENT
Nathan Black

VICE-PRESIDENT
Nichole Williamson

SECRETARY
Van Maddox

Location: Zoom

<https://us06web.zoom.us/j/85391118714?pwd=Ihd0aN8vPnuzxPHMLIYWzqX4a2RfWR.1>

Date: March 11, 2024
Time: 4:00 pm

ORDER OF BUSINESS

As to each agenda item, the Board may take active, give direction and/or receive informational reports.

1. Call to Order:

2. Roll Call

- i. Nathan Black, President, County of Sutter
- ii. Nichole Williamson, Vice President, County of Alpine
- iii. Chester Robertson, Officer, County of Modoc
- iv. Travis Goings, Officer, County of Plumas

3. Public Comment

- i. *Matters under the jurisdiction of the committee, whether or not on the posted Final Agenda, may be addressed by the general public at this time. The total amount of time for public comment shall be no more than fifteen minutes. The President, with consensus*

of the committee, may establish reasonable regulations including, but not limited to, limiting the amount of time allocated for a particular issue and for each speaker. No action is to be taken or substantive discussion pursued on matters not on the posted Final Agenda.

General Business

4. **Contract Renewal of Claims Management Software: Resolution 13-08** authorizes the Executive Director to enter into contracts valued in excess of \$20,000 with approval of the executive committee. JDI/MDI Claims Manager has been a valued partner for over ten years, and we have not entered into a new agreement since 2019. They were recently acquired by another company, and are requesting that we enter into a new agreement with an updated fee schedule. This is an action item for the committee.

5. Adjournment

- i. *Disability Access: The meeting room is wheelchair accessible and disabled parking is available at the meeting location. If you are a person with a disability and you need disability-related modification or accommodations to participate in this meeting, please contact the Executive Director at (phone) 530-623-2322, (fax) 530-623-5019 or (email) afischer@trindel.org. Requests for such modifications or accommodations must be made at least two full business days before the start of the meeting.*

TRINDEL INSURANCE FUND
RESOLUTION NO. 13-03⁰⁸

IN THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO
CONTRACTS

WHEREAS, there has not been a written policy on what authority the Executive Director has in relation to the executing of Contracts/Agreements, and

WHEREAS, this has not been an issue in the past as there were sufficient Board meetings where Contracts/Agreements could be specifically approved by the Board, and

WHEREAS, with the establishment of Trindel Insurance Fund there has become a need for the Executive Director to have the authority to execute Contracts/Agreements.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE TRINDEL INSURANCE FUND HEREBY REPLACES RESOLUTION 03-10 AND AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE CONTRACTS/AGREEMENTS FOR AN AMOUNT UPTO \$20,0000 OR A HIGHER AGREED APON AMOUNT BETWEEN THE COUNTY AND THE EXECUTIVE DIRECTOR IF SUFFICIENT BUDGETED FUNDS ARE AVAILABLE AS FOLLOWS:

1. EXECUTION OF CONTRACTS

The Executive Director may enter into contracts, amend or renew any existing contract which does not exceed \$20,000.00 annually and for which funds have been budgeted for the given fiscal year.

The Executive Director shall notify the Board of any contracts, amendments or renewals at the following board meeting. Notice shall include the contractor, term, amount, purpose and any other pertinent information about the contract.

The Executive Director shall come to an agreed amount with the Member County prior to signing Contracts/Agreements over \$20,000.00.

Contracts/Agreements over \$20,000.00 including all members can be approved by the Executive Committee.

Adopted by the Board of Directors of the Trindel Insurance Fund on the 15th day of May, 2013, by the following vote:

AYES: Alpine, Colusa, Del Norte, Modoc, Mono, Sierra, Trinity

NOES:

ABSTAIN:

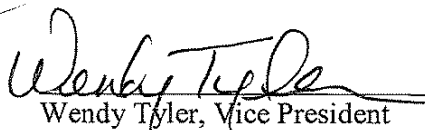
ABSENT: San Benito, Plumas, Lassen

ATTEST:



Van Maddox, Secretary
resolutiocontractexecutionauthority

TRINDEL INSURANCE FUND



Wendy Tyler, Vice President

RECEIVED

JUN 26 2013

TRINDEL
INSURANCE FUND

Andrew Fischer

From: Matthew Francis <Matthew.Francis@mdiclaims.io>
Sent: Monday, March 4, 2024 12:40 PM
To: Andrew Fischer
Subject: RE: Trindel / Claims Manager - Contract Renewal
Attachments: MDIClaims_Trindel_ClaimsManagerContract_20240304.pdf

Importance: High

Andrew -

I hope this email finds you well.

We have received a mandate from MDI home office to re-sign or deactivate all expired accounts by the end of the first quarter of 2024. The current contract, which expired on 6/30/2022 (19 months ago), is quickly approaching the deadline.

To facilitate the renewal process, I have been granted the authority to waive the \$5,000 Cloud hosting fee and extend the collection of the annual module fees over the next 12-months - if we can finalize the contract by Friday, 3/08/2024.

\$0 will be due at signing and the new fee schedule will show up on you 4/1/2024 invoice.

Below is a rate comparison had the new rates been in effect in February (considering: 9 Full Access Licenses, 2 Dashboard Licenses 5 View Only : ~47% increase

Fee	Old rate	New Rate
Full Access Licenses (1-5)	3,000	3,500
Full Access Licenses (6-9)	1,600	2,200
Dashboard Licenses (2)	0	150
View Only Licenses (5)	0	375
Access-A-Doc (N/A)	100	0
Quicstor (N/A)	100	0
Drag and Drop (replaced QuicStor)	0	208.33
FNOL	208.33	208.33
ISO Claim Search	100	208.33
Medicare Reporting	100	208.33
Sage	0	0
Client Specific Reports (N/A)	0	0
WorkFlow	0	208.33
Free Intern License	-400	0
Amount due	\$4,808.34	\$7,058.32

The rising costs of doing business, unfortunately, necessitates these adjustments.

For your convenience, I have attached the new contract for your review and signature.

Please know I value the opportunity to continue our relationship and look forward to working with you.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

Agreement No. [CM-2322-1]

LICENSE SCHEDULE

Trindel Insurance Fund	MDI Claims, LLC
Licensee Legal Name ("Licensee")	Licensor Legal Name ("MDI")
51 Arbuckle Ct, Weaverville, CA 96093	1200 Corporate Drive, Suite 210 Birmingham, AL 35242
Licensee Address	Licensor Address
afischer@trindel.org	info@jdidata.com
Licensee Email Address for Notices	MDI Email Address for Notices
	support@jdidata.com
	MDI Helpdesk Email and Phone Number
Same As Date Signed:	3 years
Software License Start Date ("Effective Date")	Software License Term ("Term")

This License Schedule is hereby incorporated into the Software License Agreement between Licensee and MDI. Unless otherwise specified herein, all terms in this License Schedule shall have the same meaning as in the Software License Agreement. As of the Effective Date, the Parties agree that all previous License Schedules shall be deemed to be replaced by this License Schedule.

SOFTWARE DESCRIPTION		Estimated # OF LICENSES		Total Estimated Monthly Fee (Invoiced Retroactively)	Total Estimated Annual Fee
		Type	Count		
Claims Manager software is used by organizations to collect, store, and analyze data related to various risks and insurance-related activities. It helps businesses streamline their risk management processes by providing tools to identify, assess, and mitigate risks effectively. It includes features to aid in claims management, policy administration, compliance tracking, and reporting, enabling companies to make informed decisions and optimize their risk management strategies.		Full Access (Minimum)	5	\$3,500	\$42,000
		Full Access (Additional)	4	\$2,200	\$26,400
		View Only	5	\$375	\$4,500
		Dashboard Only			
		Total	12	\$6,075	\$72,900
Professional Service Fees		Professional Service Fees		Complimentary Professional Service Hours	
Pre-Paid Hourly Rate	\$225.00	% Pre-Paid		#	Value
Invoiced Hourly Rate	\$275.00	% Invoiced		10	\$2,250
		Estimated Hours		Estimated Hourly Professional Service Fees	
		Pre-Paid	Invoiced	Pre-paid	Invoiced
Implementation Services/Configuration		\$0	\$0		
Data Conversion		\$0	\$0		
Cloud Hosting – Client Hosted & Managed (VPN)		\$0	\$0		\$5,000
MDI Module Access Fees <small>(See Software Schedule Options below)</small>	# Of Modules	\$0	\$0		\$12,500
	5				
3rd Party Modules <small>(See Software Schedule Options below)</small>	# of Modules	\$0	\$0		\$2,500
	1				
Subtotal					\$15,000
				Total Fees due at signing (pre-paid PS Fees + Annual Fees)	Total Invoiced PS Fees (deferred)
				\$0	\$0
		Total Estimated Year One Costs		\$87,900	
Governing Law		Jurisdiction and Forum for Disputes			
State of Alabama		Courts of Shelby County, Alabama			

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

"LICENSEE"

"MDI"

Signature

Signature

Authorized Signatory Name

Authorized Signatory Name

Title

Title

Date

Date

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

SOFTWARE SCHEDULE

This Software Schedule is hereby incorporated into the Software License Agreement between Licensee and MDI. Unless otherwise specified herein, all terms in this Software Schedule shall have the same meaning as in the Software License Agreement. As of the Effective Date, the Parties agree that all previous Software Schedules (or similar documentation) shall be deemed to be replaced by this Software Schedule.

Claims Manager® Software Licensing

Claims Manager® Full Access/Admin License	Monthly Cost	Annual Rate Per License
Licenses 1 – 5 (minimum)	\$3,500.00	\$42,000

Claims Manager® Full Access/Admin License	Monthly Cost Per License	Annual Rate Per License
Licenses 6 -10	\$550.00	\$6,600.00
Licenses 11 - 15	\$450.00	\$5,400.00
Licenses 16 - 25	\$350.00	\$4,200.00
Licenses 26 +	\$250.00	\$3,000.00

Claims Manager® View Only License	Monthly Cost Per License	Annual Rate Per License
Per License	\$75.00	\$900.00

Claims Manager® Dashboard Only License	Monthly Cost	Annual Rate Per License
Per license	\$75.00	\$900.00

DESCRIPTION OF LICENSES

- 1) Admin Full Access: An Admin Full Access License is any license that has at least one of the permissions categorized as Admin.
- 2) Full Access: A Full Access License is any license that has one or more permission that is categorized as Full Access and does not contain any permission that is in the Admin category
- 3) View Only: A View Only License is any license that only has permissions assigned that are categorized as View Only.
- 4) Dashboard Only: A Dashboard Only License has at least one permission that is categorized as Dashboard Only and any number of View Only Permissions, but no Admin Permissions and No Full Access Permissions.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

SOFTWARE SCHEDULE OPTIONS

Only those MDI modules/options below (with the boxes pre-checked in the Selected column) are deemed to be included in the Software described in the License Schedule. The remaining unselected options are available and may be added by agreement at any time for agreed MDI Modules Fees and/or Professional Services Fees (as the case may be).

Implementation/Configuration

	Task	Comments	Professional Services Hours (Implementation/Config)	Annual Fee (N/A)
	Custom Forms			-
	Custom Field Config			-
	Pre-Printed Check			-
	Plain Paper Check			-
	Custom Configuration			-

Data Conversion

	Task	Comments	Professional Services Hours (Data Conversion)	Annual Fee (N/A)
	Data Conversion			-

Hosting

	Module	Comments	Professional Services Hours (Cloud Hosting)	Annual Fee
x	Cloud Hosting – Client Hosted & Managed			T&M
x		VPN Access		\$5,000
		No Access		\$7,500
	Cloud Hosting – Client Hosted – MDI Managed			T&M
	Cloud Hosting - MDI Risk Hosted & Managed			T&M + Variable passthrough fees

MDI modules:

	Module	Comments	Professional Services Hours (Implementation/Config)	Annual Fee/Monthly Fee
X	Report Builder			\$2,500
X	Medicare			\$2,500
X	Drag and Drop			\$2,500
	Vendor Portal			\$2,500
X	First Notice of Loss			\$2,500
X	WorkFlow			\$2,500

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3rd party Modules

	Module	Comments	Professional Services Hours (3 rd Party Modules)	Annual Fee/Monthly Fee
	Outsource Checking			\$2,500
	Active Directory			\$2,500
	ACH/EFT			\$2,500
	VPN			\$2,500
X	Verisk Claim Search	ISO		\$2,500

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date in the first License Schedule by and between Licensee and MDI Claims, LLC ("**MDI**").

1. PURPOSE

This Agreement sets out the general terms and conditions applicable to the provision by MDI of the Software and associated Implementation Services and Professional Services to Licensee. With effect from the Effective Date, it is agreed between the Parties that all previous software license general terms and conditions relating to the Software shall be deemed deleted and replaced by this Agreement.

The details of the Software purchased by Licensee and any specific terms associated thereto will be set out in a License Schedule either attached to or later referencing this Agreement, and signed between Licensee and MDI. Any alteration to this Agreement shall be agreed in writing by an authorized signatory of MDI under an amendment to this Agreement or a specific License Schedule.

2. DEFINITIONS

"**Affiliate**" shall mean with respect to a specified person, any person which directly or indirectly controls, is controlled by, or is under common control with the specified person as of the date of this Agreement, for as long as such relationship remains in effect where control means the possession directly or indirectly of 50% of the shares or voting rights of a Party.

"**Authorized Users**" means the individuals which Licensee permits to use the Software, including its directors, officers, managers, employees, agents, contractors and representatives of Licensee.
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"**Documentation**" means MDI's standard user instructions and/or functional specifications described in a Schedule or made available with the Software and any additions and updates thereto.

"**Enhancements**" shall mean new functionalities and/or modules of the Software, which are developed by MDI but not published for general release.

"**Error**" shall mean failure of the Software to substantially perform in accordance with the Documentation.

"**Implementation Services**" shall mean the services in relation to onboarding, implementation, installation, commissioning and integration of the Software in the Specified Environment, as more particularly described in a statement of work.

"**Intellectual Property Rights**" shall mean copyrights and other similar rights and related rights (including database and catalog rights), patents, utility models, trademarks, trade secrets, know-how and any other form of registered or unregistered intellectual property rights as well as any applications for any of the foregoing respectively.

"**License Schedule**" shall mean the schedule attached to this Agreement detailing the commercial and financial terms in respect of the Software licensed to the Licensee, as may be updated or replaced by agreement from time to time.

"**Maintenance Release**" shall mean such corrections, modifications, revisions, updates and upgrades to the Software which MDI in its sole discretion incorporates into the Software without requiring its then existing Licensee base to pay a separate fee for its use.

"**MDI Module**" shall mean such functionality or module as set out in the Software Schedule which MDI agrees to incorporate into the Software at a separate fee chargeable to the Licensee as set out in the License Schedule.

"**Normal Business Hours**" shall mean 8.30am to 5.30pm, each business day which is not a Saturday, Sunday or public holiday, in Central Standard Time (CST) time zone.

"**Party**" or "**Parties**" shall mean MDI and/or Licensee, as the case may be.

"**Professional Services**" shall mean onboarding & implementation services, consulting services, support services or third party software integration services together with any related change requests or other related services provided by MDI as the case may be from time to time in connection with the Software.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

“**Software**” shall mean the object code version of the computer programs detailed in the Software Schedule developed and belonging to MDI, including any Maintenance Release, any Additional Functionality, any agreed Enhancements and/or third party software distributed by MDI, and provided by MDI as part of the software, and the Documentation.

“**Software Schedule**” shall mean the schedule attached to this Agreement detailing the functional specification of the Software licensed to the Licensee, as may be updated or replaced by agreement from time to time.

“**Specified Environment**” shall mean, with respect to each version of Software, the Licensee’s hardware, operating systems, equipment and other facilities including third party software components or databases for use with such version of Software, as set forth in the Documentation.

3. SOFTWARE LICENSE

3.1 Grant of License. From the Effective Date, MDI grants to the Licensee, and the Licensee accepts from MDI, a non-transferable, non-exclusive limited license to install and use the Software for Licensee’s internal business purposes, in consideration of the payments made by Licensee and subject to the terms and conditions contained in this Agreement.

The Agreement will govern Licensee’s use of any modifications, enhancements, updates, upgrades, data, or information provided by MDI in the course of providing any services and/or maintenance and support, pursuant to License Schedule.

3.2 Restrictions on Use of Software. Licensee shall use the Software only in accordance with the Documentation and at all times subject to the maximum number of Licenses stated in the License Schedule. Except as specifically set forth in this Agreement, Licensee shall not without the prior written agreement of MDI to: (a) allow Authorized Users to share their access to the Software with other Authorized Users or any other person; (b) allow third parties to use the Software in whole or in part, whether by sale, rental, loan, sub-license or by any other action; (c) modify, reverse engineer, disassemble or de-compile the Software; or (d) use the Software for any purpose not expressly provided for in this Agreement.

3.3 Ownership. All copyrights and other Intellectual Property Rights in and to the Software are and shall at all times remain the sole and exclusive property of MDI and/or any relevant third parties. The Parties acknowledge that MDI does not transfer any of its Intellectual Property Rights or third party Intellectual Property Rights to Licensee under this Agreement. All rights not expressly granted to Licensee under this Agreement shall be retained by MDI.

3.4 True-Up. Licensee is responsible for monitoring use of the Software by its Authorized Users, in particular by reference to the maximum number of Licenses as stated in the License Schedule. If Licensee becomes aware that its use of the Software is greater than the maximum number of Licenses set out in License Schedule, Licensee shall immediately notify MDI in writing of such excess use. Licensee’s use of the Software is also subject to a monthly true-up process whereby MDI may audit the use of the Software by Licensee and each Authorized User at all times during the prior month in accordance with the Authorized User status profiles and pricing set out in the License Schedule. MDI shall invoice Licensee for all Fees incurred for the prior month by reference to actual usage by Authorized Users use and the Fees shall be payable by Licensee in accordance with this Agreement. For the avoidance of doubt, Licensee acknowledges and agrees that Fees are incurred at the highest rate per Authorized User for the relevant month, regardless of length of time the relevant Authorized User status profile was accessed and regardless of the current status.

4. MAINTENANCE AND SERVICES

4.1 Maintenance. MDI shall provide to Licensee, at no additional cost, any Maintenance Release that is developed or published by MDI and made generally available to other licensees of the Software at no additional cost, and shall then be deemed as part of the Software. The timing of the issuance of any Maintenance Release shall be at the sole discretion of MDI.

4.2 Enhancements. Any Enhancements may be made available to Licensee from time to time either at no additional cost or charged at the Professional Services fee rate per hour as set out in the License Schedule and a separate statement of work entered into where any development of the same is required.

4.3 Services.

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Implementation Services. MDI will provide Implementation Services to Licensee as set out in a separate statement of work and subject to agreed fees.

Customer Services. MDI shall use its reasonable commercial efforts to respond to customer service requests which may be submitted by Licensee by email to the MDI support email address mentioned in the License Schedule. Customer service requests may also be submitted by phone to the MDI help desk number mentioned in the License Schedule during Normal Business Hours.

Professional Services. In the event that MDI and Licensee agree that MDI will provide Professional Services to Licensee, the details of any such Professional Services shall be set out in a separate statement of work and subject to agreed fees. Licensee acknowledges and agrees that any estimate of Professional Services hours and fees provided by MDI relies upon Licensee making full and complete disclosure of relevant information, documentation and scope requirements, failing which, additional fees will be payable.

4.4 Technical Support.

Issue Resolution. MDI will use its best endeavors to follow the schedule of issue resolution outlined in the table below. All times in the table below assume elapsed time during Normal Business Hours:

Error Report Categories	Response ⁽ⁱ⁾	Assessment ⁽ⁱⁱ⁾	Resolution ⁽ⁱⁱⁱ⁾
SEVERITY 1- HIGH The Software has a major fault that prevents an important business function from being performed.	2 hours	4 hours	1 day
SEVERITY 2- MEDIUM The Software has a serious fault that impedes efficiency, but does not prevent important business functions from being performed.	2 hours	1 day	4 days
SEVERITY 3- LOW The Software has a minor fault that does not impede Licensee's normal business functions.	1 days	5 days	25 days

(i) **Response** means: From the time of a support request logged into MDI, to MDI's response back to the Licensee with acknowledgement of the issue, assignment of an issue ID, assignment of a MDI consultant/engineer to begin analysis of the reported error/issue.

(ii) **Assessment** means: From the time of support request logged into MDI, to MDI's communication back to the Licensee with assessment information that includes one or more of the following: potential error/issue cause(s), potential solution(s), request for additional information, a plan for additional analysis steps needed by MDI and/or the Licensee, a review schedule for updates on the specific issue/error, a target resolution date by which a solution shall be provided, which shall in any event be not later than the time or date for Resolution in the error resolution table.

(iii) **Resolution** means: From the time of support request logged into MDI, to actual resolution of the relevant issue.

4.5 Exclusion and Limitations. MDI shall not be required to provide the technical support described at section 4.4 above in relation to the Software in the following cases:

- a) If the Software has been modified, damaged or corrupted by Licensee or by a third party not authorized by MDI;
- b) If the problems encountered result from incorrect use by Licensee, malfunctioning of the Specified Environment or of components, including third-party software;
- c) If Licensee uses a version of the Software either (i) generally made available by MDI more than three (3) years ago; or (ii) has not been upgraded to the latest Maintenance Release;
or
- d) If Licensee has not paid the invoice related to the Software for which support is required by Licensee according to the applicable payment terms provided that such invoice is not the subject of a bona fide dispute.

- 4.6 Each Party will assign a Project Manager who is regularly available during Normal Business Hours.
- a. Each Party's Project Manager will serve as its' primary contact for all matters related to the deployment and configuration of the Software and will be responsible for identifying and engaging that relevant Party's 'subject matter experts' as necessary.
 - b. Each Party's Project Manager will be responsible for managing that Party's internal resources and

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meeting agreed deadlines.

5. FEES AND TERMS OF PAYMENT

5.1 License Fee. Licensee shall pay to MDI a license fee invoiced on a monthly basis in the amount stated in the License Schedule, the first invoice of which shall be payable on or before the Effective Date ("**License Fee**") and each subsequent invoice on a monthly basis thereafter, subject to receipt of MDI's invoice no less than fifteen (15) days prior. Where it is agreed that MDI shall provide the cloud hosting environment for the Software, MDI may add the applicable hosting fees to each monthly invoice and Licensee shall pay such fees incurred by MDI on a pass-through basis. Licensee accepts that such hosting fees are incurred on a variable basis based upon the usage by Licensee.

5.2 Implementation Services Fees. MDI shall invoice Licensee for Implementation Services on a monthly basis, with reference to the Implementation Services provided in the previous month, during the period that Implementation Services are being provided to Licensee.

5.3 Professional Services Fees. Licensee may procure Professional Services from MDI as a pre-paid package on the basis that it shall pay for such Professional Services in advance upon the Effective Date, calculated at the Pre-Paid Hourly Rate set out in the License Schedule. Where Licensee procures Professional Services from MDI as required from time to time during the Term, and there are no hours available within any pre-paid package, such Professional Services requirements shall be calculated at the Invoiced Hourly Rate set out in the License Schedule. Without prejudice to the above, Licensee shall at all times maintain no less than the value of ten (10) hours of Professional Services pre-paid and MDI may raise invoices for Professional Services from to time so as to ensure the same. The value of any remaining balance of pre-paid Professional Services hours will be credited to the Licensee's account for any extension of the Term and then reimbursed to the Licensee at the end of the Term. For the avoidance of doubt, any complimentary Professional Services hours made available to Licensee shall expire at the end of the relevant year during the Term.

5.4 Payment. Licensee shall pay all invoices properly raised under this Agreement within fifteen (15) days of the relevant date of receipt. If Licensee's internal procedures require a purchase order to be issued, Licensee shall promptly deliver such purchase order to MDI so as to facilitate payment within such period, provided however that any standard terms and conditions pre-printed on or referenced in any such purchase order will be superseded and replaced by the terms and conditions of this Agreement.

5.5 Late Payment. If an invoice is not fully paid by its due date, MDI may immediately apply and charge interest to Licensee at a fixed rate of ten percent (10%) of the relevant overdue amount, or at the maximum rate permitted by law if said maximum amount is lower. If an invoice in respect of the License Fee is not fully paid within forty-five (45) days of its due date, MDI reserves the right to immediately restrict the Licensee's access to the Software. If any legal action is necessary to collect amounts due under this Agreement, MDI shall be entitled to reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

5.6 Taxes. The License Fee and Professional Fees and any other amounts payable by Licensee to MDI under this Agreement are exclusive of any taxes that may be assessed or imposed in connection with the transactions contemplated by this Agreement, including but not limited to sales, value-added, and withholding taxes. If the Licensee is required under any applicable law or regulation, to withhold or deduct any portion of the payments due to MDI, then the sum payable to MDI shall be increased by the amount necessary so that MDI receives an amount equal to the sum it would have received had the Licensee made no withholdings or deductions.

6. WARRANTY

6.1 Software Warranty. MDI does not warrant that the Software will meet all of Licensee's requirements or that the use of the Software will be uninterrupted or error free. MDI warrants to Licensee that, for a period of ninety (90) days from the Effective Date, the Software, as and when delivered to Licensee by MDI and when properly used for the purpose and in the manner specifically authorized by this Agreement, will perform as described in the Software Schedule and the Documentation in all material respects. In the event of failure to fulfil this warranty, Licensee may give MDI written notice of any such failure at any time during the warranty period, providing sufficient level of detail so as to allow MDI to properly assess and remedy the same. If, within a period of ninety (90) days from receipt of such notice, MDI cannot reasonably demonstrate to Licensee that it has remedied such failure, Licensee may: (i) immediately terminate this Agreement at which point its access to the Software shall cease; and (ii) demand that MDI shall refund all License Fees and Professional Fees paid in accordance with this Agreement within a period of thirty (30) days after such termination.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

6.2 Service Warranty. MDI warrants that it will render Implementation Services and Professional Services hereunder in a professional and workmanlike manner. MDI's sole obligation and liability under this warranty is to perform any Implementation Services and Professional Services that fail to comply with this section. With respect to any particular Implementation Services and Professional Services performed, this warranty shall terminate ninety (90) days after the actual date of performance of the same.

6.3 Disclaimer. MDI MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHETHER EXPRESS, IMPLIED OR STATUTORY OR ARISING BY CUSTOM OR COURSE OF DEALING OR PRIOR ORAL OR WRITTEN STATEMENTS REGARDING THE SOFTWARE THE PROFESSIONAL SERVICES OR ANY DOCUMENTATION PROVIDED UNDER THIS AGREEMENT. MDI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, THE PROFESSIONAL SERVICES OR ANY DOCUMENTATION PROVIDED UNDER THIS AGREEMENT.

6.4 Infringement Indemnity. MDI will, at its expense, defend and indemnify Licensee against any claim that the Software supplied and used within the scope of this Agreement infringes any Intellectual Property Rights but such defense and payment are conditional on Licensee: (a) giving MDI written notice of any such claim within thirty (30) calendar days of the Licensee receiving notice of such claim; (b) giving MDI control over the defense and all related settlement negotiations; and (c) cooperating fully with MDI in the defense and/or settlement of such claim.

Should the Software or any part thereof become, or in MDI's opinion, be likely to become, the subject of a claim for infringement, MDI may, at its own expense and option, (a) either procure for Licensee the right to continue using the Software, replace, (b) modify the Software so that it becomes non-infringing, or (c) terminate the Agreement and refund any prepaid fees for period following termination of the Agreement.

MDI shall have no obligation with respect to any such claim based upon (a) use of a superseded or altered release of the Software, if such infringement would have been avoided by use of a current unaltered release of the Software that MDI provides to Licensee, or (b) combination, operation or use of the Software with apparatus, data or programs not furnished by MDI, if infringement would have been avoided by the use of the Software without such apparatus, data, or programs.

THE FOREGOING DESCRIBES LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND MDI'S SOLE LIABILITY WITH RESPECT TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT RELATING TO THE SOFTWARE OR SERVICE OR ANY PART THEREFOR OF ANY INTELLECTUAL PROPERTY RIGHT.

7. LIMITATION OF LIABILITY

7.1. EXCEPT FOR A THIRD PARTY CLAIM UNDER SECTION 6.4 - INFRINGEMENT INDEMNITY -, WITH RESPECT TO EACH LICENSE SCHEDULE, MDI'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO MDI UNDER THIS AGREEMENT WITH RESPECT TO THE SOFTWARE WHICH IS THE SUBJECT OF SUCH LIABILITY UNDER THAT LICENSE SCHEDULE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT MDI'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY MDI'S NEGLIGENCE OR OTHERWISE LIMIT OR EXCLUDE MDI'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW.

7.2. CONSEQUENTIAL DAMAGE EXCLUSION. UNDER NO CIRCUMSTANCES SHALL MDI (OR ANY OF ITS AFFILIATES PROVIDING SOFTWARE OR SERVICES UNDER THIS AGREEMENT) BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO EACH OF THE FOLLOWING CATEGORIES: (A) LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS, (B) LOSS OF OR DAMAGE TO GOODWILL, OR LOSS OF ANTICIPATED SAVINGS, (C) LOSS OF OR CORRUPTION TO DATA, OR (D) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING (IN EACH CASE) SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, AND (IN EACH CASE) WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, NEGLIGENCE, OTHER TORT, STATUTE OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF MDI HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

8. CONFIDENTIALITY

Each Party undertakes and agrees to keep secret the other Party's confidential information including but not limited to technical, financial and commercial information (hereinafter referred to as "**Confidential Information**"). Licensee is also liable to ensure that those of its employees and sub-contractors, who have access to the Confidential Information, are bound by a similar confidentiality obligation.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

The obligations set forth herein regarding Confidential Information shall not apply to information which is: (a) in the public domain other than by a breach of this Agreement on the part of the receiving Party; (b) rightfully received from a third party not bound by any obligation of (c) rightfully known to the receiving Party, as shown by the records of the receiving Party or (d) required to be disclosed by law or an authority decision or by a court of competent jurisdiction.

This undertaking shall be valid and binding for the duration of contractual relations between the Parties and shall continue for twenty-four (24) months after the expiry of the said relations.

9. TERM AND TERMINATION

9.1 Each License Schedule becomes effective upon the Effective Date for that License Schedule. The Agreement is effective as of the Effective Date set out in the License Schedule and shall remain in full force and effect until the expiry or early termination of the last of any License Schedule relating hereto.

9.2 A Party may terminate this Agreement with immediate effect if the other Party breaches its material obligations under this Agreement and fails to remedy the breach within sixty (60) days of having received written notice.

9.3 MDI may terminate this Agreement with immediate effect if Licensee becomes bankrupt, liquidated or enters into any similar insolvency process.

9.4 Effect of Termination. Upon termination of this Agreement, whether under this section 9 - *Term and Termination* - or otherwise, or upon expiration or termination of the License Schedule, Licensee shall: (a) discontinue all use of all affected Software and Documentation, (b) promptly return to MDI all copies of the affected Software and Documentation and (c) give written notice to MDI certifying that all copies of the affected Software have been permanently deleted from its computers. Licensee shall remain liable for all payments due to MDI.

9.5 The provisions of sections *Limitation of Liability, Confidentiality, Term and Termination, Other Provisions* - and any other terms and conditions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination of this Agreement.

10. OTHER PROVISIONS

10.1 Governing Law and Dispute Resolution. This Agreement shall be governed by the laws as set out in the License Schedule and the Parties agree that any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction and forum for disputes as set out in the License Schedule.

10.2 Assignment. Neither this Agreement, nor any interest hereunder shall be assignable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, MDI shall be entitled to assign this Agreement to its Affiliates.

10.3 Force Majeure. A Party shall not be deemed to be in default under this Agreement as long as its failure to perform any of its obligations hereunder is occasioned solely by labor disturbance, fire, act of war, information network malfunction, government order or any other, similar cause beyond the Party's reasonable control. If such event persists for over six (6) months, a Party may terminate this Agreement immediately upon written notice to the other Party.

10.4 Notices. All notices under or regarding this Agreement shall be sent by email and shall be deemed to have been received on the date of receipt. Licensee and MDI's email addresses for notices are stated in the License Schedule. Each Party may change its email address for notices by giving written notice to the other party in accordance with this section.

10.5 Non-Solicitation. Licensee undertakes that it will not, during the term of this Agreement, solicit directly or indirectly any employees, officers or consultants of MDI who have been involved in the performance of MDI's obligations under this Agreement. Licensee agrees that the foregoing restriction is fair and reasonable and not more than sufficient to protect the legitimate business interests of MDI. Should Licensee violate this provision, Licensee agrees to pay MDI a sum equal to the gross annual salary or fees paid to the former employee, officer or consultant by MDI in the immediately preceding twelve (12) months, in addition to any other remedy which may be available to MDI.

10.6 Publicity. Licensee agrees that MDI and its Affiliates shall be free to use the name and logo of Licensee in connection with any advertising and marketing materials. Other than disclosing that Licensee is a customer, MDI may not disclose any other information concerning Licensee or MDI's relationship with Licensee without the express written approval by Licensee.

CLAIMS MANAGER SOFTWARE LICENSE AGREEMENT

10.7 Entire Agreement. The Agreement and any License Schedule related hereto constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior proposals and Agreements, both written and oral, and all other written and oral understandings, representations and communications between the Parties concerning the subject matter of this Agreement.

10.8 Order of Precedence. In the event of any conflict between the Agreement and any License Schedule, the terms of the License Schedule shall govern.

10.9 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, the legality and enforceability of the remaining provisions shall remain in full force.

10.10 Non-Waiver. No failure or delay of either Party in exercising its rights hereunder shall be deemed to be a waiver of such rights unless expressly made in writing by the Party waiving its rights.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date set forth above.

“LICENSEE”

“MDI”

Signature

Name

Title

Date

Signature

Name

Title

Date