

COPYRIGHT LICENSE AGREEMENT
(2011 CASE STUDY AWARD)

This copyright license agreement ("AGREEMENT") is entered into by and between the party first name in the signature block below ("Licensor") and ACORD Corporation ("Licensee"), and is effective as of the latest date set forth below the signature lines when this agreement is signed by both parties.

RECITALS

- A. Licensee intends on recognizing, via its 2011 Case Study Award, one (1) or more organizations that have implemented ACORD Standard Messaging and/or made a significant contribution to the development of ACORD Standards.
- B. Licensor seeks such recognition and, therefore, is submitting, or has submitted, a case study (hereinafter, the "Material").
- C. Licensor desires to grant, and Licensee desires to obtain, the right to use the Material as set forth below.

NOW, THEREFORE, in consideration of the promises, representations and warranties herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

- 1. License Grant. Licensor hereby grants to Licensee, its successors and assigns, a perpetual, nonexclusive, royalty free, fully paid up, worldwide right, license and privilege to copy, display and distribute the Material, in whole, on Licensee's website. If Licensee desires to make any other uses of the Material, it shall seek permission for same from Licensor, which shall not be unreasonably delayed or withheld.
- 2. License Grant Not Contingent on Licensor Winning a 2011 Case Study Award. Licensor acknowledges and agrees that it may not be recognized by ACORD via the 2011 Case Study Award and that Licensee may, regardless of whether such recognition is granted by it, exercise the right, license and privilege granted in section 1 of this Agreement.
- 3. Representations and Warranties. Licensor represents and warrants that it owns all right, title and interest in and to the Material; that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; and that Licensee's use of the Material will not violate any rights of any kind or nature whatsoever of any third party.
- 4. Entire Agreement; Governing Law. This Agreement represents the entire agreement of the parties, and supersedes any and all prior agreements, regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both parties. This Agreement shall be governed by the laws of the State of New York, applicable to agreements made and to be wholly performed therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the dates set forth below.

Licensor:	_____	Licensee	
By:	_____	By:	_____
Print Name:	_____	Print Name:	Dominic Cacciopoli
Title:	_____	Title:	Director, Membership
Telephone No.	_____	Telephone No.	845-620-1700 x.424
Address:	_____	Address:	2 Blue Hill Plaza, 3 rd Floor Pearl River, NY 10965

Date:	_____	Date:	_____