

TERMS OF PROGRAM MEMBERSHIP

A. Fee Calculation

1. L&A Primary Carrier Electronic Standards & Forms Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total net premiums written of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$50 per million of net premiums written as reported in A.M. Best annual data, subject to a \$12,500 minimum per-term fee.
2. L&A Insurance Broker/Agent Electronic Standards and Forms Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total gross revenue of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$173 per million of gross revenue, subject to a \$12,500 minimum per-term fee. Upon ACORD's request, you agree to promptly supply ACORD with your annual audited financial reports (or, if requested by ACORD, unaudited financial reports), in order for ACORD to obtain gross revenue values.
3. P&C Primary Carrier Electronic Standards Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total direct written premiums of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$50 per million of direct written premiums as reported in A.M. Best annual data, subject to a \$12,500 minimum per-term fee.
4. P&C Primary Carrier Electronic Standards & Forms Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total direct written premiums of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$88 per million of direct written premiums as reported in A.M. Best annual data, subject to a \$12,500 minimum per-term fee.
5. P&C Insurance Broker/Agent Electronic Standards Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total gross revenue of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$173 per million of gross revenue, subject to a \$12,500 minimum per-term fee. Upon ACORD's request, you agree to promptly supply ACORD with your annual audited financial reports (or, if requested by ACORD, unaudited financial reports), in order for ACORD to obtain gross revenue values.
6. Reinsurance Carrier Electronic Standards Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total net premiums written of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$50 per million of net premiums written as reported in A.M. Best annual data, subject to a \$12,500 minimum per-term fee.
7. Reinsurance Broker/Agent Electronic Standards Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total gross revenue of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$173 per million of gross revenue, subject to a

\$12,500 minimum per-term fee. Upon ACORD's request, you agree to promptly supply ACORD with your annual audited financial reports (or, if requested by ACORD, unaudited financial reports), in order for ACORD to obtain gross revenue values.

8. Solution Provider Electronic Standards Associate Membership Program: The per-term fee is \$12,700.

9. Private Equity/Venture Capitalist Associate Membership Program: The total per-term fee is \$12,500.

10. Research and Consulting Associate Membership Program: The total per-term fee is \$12,500.

11. Academic Associate Membership Program: The total per-term fee is \$1,000. The Academic Associate Membership Program is open solely to:

- a. postsecondary institutions that are institutionally accredited by agencies on the U.S. Department of Education's list of Nationally Recognized Accrediting Agencies and that do not engage in the business of (a) underwriting, selling, distributing or otherwise providing insurance, surety or annuities, or (b) providing hardware, software, technology or related services to those engaging in same; and
- b. organizations that own and administer the exams that ACORD recognizes relative to the knowledge requirements of the ACORD ACE program.

12. Association Membership Program: The per-term fee is calculated under ACORD's then-current fee multiplier for your organization. The multiplier is applied to the total gross revenue of your organization, subject to the then-current minimum per-term fee. The current fee multiplier is \$1,000 per million of gross revenue, subject to a \$1,000 minimum per-term fee. Upon ACORD's request, you agree to promptly supply ACORD with your annual audited financial reports (or, if requested by ACORD, unaudited financial reports), in order for ACORD to obtain gross revenue values.

13. P&C Insurance Carrier Forms Pool Program: Please contact ACORD Member Services to discuss pricing options.

14. L&A Insurance Carrier Forms Pool Program: Please contact ACORD Member Services to discuss pricing options.

15. ACORD eForms Redistribution Program: Please contact ACORD Member Services for pricing details.

16. Superannuation Fund Electronic Standards Membership Program: ACORD Member Services for pricing details.

17. Pure Captive Insurance Carrier eForms Redistribution Program: The current per-term fee is \$5,000. The Pure Captive Insurance Carrier eForms Redistribution Program is open solely to captive insurance companies that are operating outside of the commercial insurance marketplace, having one corporate owner and insuring only the risks of the parent organization and/or its subsidiaries.

B. Additional Fee-Calculation Information

1. If you are a company signing the ACORD Program Membership Contract (the “Contract”) only on behalf of yourself (and not on behalf of your subsidiaries), only your total direct written premiums, net premiums written or gross revenue (whichever is applicable) is counted in the fee calculation formula.

2. *Applicable Only To Certain Membership Programs*: If you are a company signing the Contract on behalf of yourself and your subsidiaries, the total of your and your subsidiaries’ total direct written premiums, net premiums written or gross revenue (whichever is applicable) is counted in the fee calculation formula. If you are signing the Contract on behalf of yourself and your subsidiaries then, for the remainder of this Agreement “you” and “your” shall refer collectively to you and your subsidiaries.

3. ACORD can change these Terms of Program Membership at any time during the first or any renewal term of your program, to become effective as of the start of the renewal term immediately following the date ACORD posts such changes at https://www.acord.org/static/legal/terms_of_program_membership.pdf. You agree to review such page for changes. ACORD can change the fees and fee structure at any time during the first or any renewal term of your program, to become effective as of the start of the renewal term immediately following such change. Each Fee change will be reflected in the amount(s) set forth on the invoice furnished to you by ACORD at least sixty (60) days before the date of renewal.

C. Program and Payment Terms

1. Your first term of program membership shall commence on the corresponding date set forth in the Contract signed by both parties, and expire on the first anniversary of such date. Your second term of program membership shall commence immediately thereafter and terminate on December 31 of that year. Your second-term program membership fee will be prorated accordingly. All renewal terms thereafter shall be calculated on a calendar-year basis (January 1-December 31).

2. You will be invoiced for your first term as stated on the Contract. You will be invoiced for each renewal term at least sixty (60) days prior to the expiration of the then-current term.

3. Payment of your invoice for your first term must be received as stated in the Contract. Payment of each renewal-term invoice must be received by ACORD before the first day of the renewal term. If you fail to make a payment due to ACORD by its due date then, without limiting ACORD’s available remedies, you hereby agree to pay interest at 1.5% per month (or the highest interest rate permitted by law, whichever is less), on the overdue sum (compounded monthly) from its due date until payment of the overdue sum, whether before or after judgment. Further, hereby agree to reimburse ACORD for all reasonable costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys’ fees, court costs, and collection-agency fees.

4. Fees are nonrefundable.

5. You must give ACORD written notice of termination at least thirty (30) days prior to the end of your then-current term of program membership, in order to avoid liability for the next immediate renewal term's fee. Any such notice must be delivered electronically in email or otherwise in writing and, if by email, then to memberservices@acord.org or, if otherwise in writing, then to ACORD's headquarters at 150 Clove Road, 11th Floor, Little Falls, NJ 07424, to the attention of "Membership Department."

6. If any payment is not received by ACORD within sixty (60) days after its due date, ACORD may terminate your participation in any or all programs in which you participate effective immediately, and without an additional period of time to cure, by giving you written notice of termination.

D. Other Provisions

1. **ACORD program memberships offer access to and use of ACORD forms and/or ACORD electronic standards and/or other ACORD assets. The same will be made available subject to you first signing the ACORD license agreement related to such assets. Please Contact ACORD Member Services to obtain a copy of each of the applicable license agreements. For the avoidance of doubt, not all ACORD programs offer access to all ACORD forms, standards and other assets, and some programs offer access to one or more such assets at an additional charge.**

2. By signing the Contract, you agree that, when signed by ACORD, the same becomes a binding contract and commits you (including each of your subsidiaries if you signed the Contract on their behalf) to pay the applicable fee and comply with the Terms of Program Membership, [ACORD's Bylaws](#) and such other rules, policies, guidelines and procedures as the Board of Directors and/or committees may from time to time adopt or revise.

3. You certify that you (including each of your subsidiaries, if you signed the Contract on their behalf) meet, and will continue to meet at all times during the term of membership, the conditions of membership specified in the Bylaws.

4. If your company is part of a group of companies under common ownership or control and more than one company in that group participates in a particular Program Membership (for example, P&C Primary Carrier Standards Membership), those companies are collectively entitled to one vote on corporate governance matters such as voting in elections for ACORD's directors. (Associate Membership Programs and "Forms-only" programs are not entitled to vote on corporate governance matters.)

5. If the company signing the Contract also signed the Contract on behalf of its subsidiaries, such company represents and warrants that it has, and will maintain during the term of its program membership, the necessary authority to bind each of its subsidiaries.

6. Fees in certain programs are self-reported. You agree to keep accurate and complete accounting records related to your fee obligations under the Contract for at least seven (7) years after the date that the subject record is generated. You further agree that, upon thirty days written notice and no more than once per fiscal year, you shall permit ACORD or its reputable accounting firm to audit such records, subject to ACORD and/or such firm signing a reasonable non-disclosure agreement. If the audit reveals an underpayment, you agree to pay difference between the pre-audit amount paid and the amount that should have been paid. Costs of audits conducted hereunder will be borne by ACORD except where an audit reveals at least a 5% underpayment to ACORD relative to any per-term fee due under the Contract. In such cases (5% or greater underpayment of a per-term fee), you agree to reimburse ACORD for the reasonable costs of the audit together with the difference between the pre-audit amount paid and the amount that should have been paid, plus an additional amount equal to 20% of the amount due and owing to ACORD as a result of the audit. All payments pursuant to this Section shall be tendered within a reasonable amount of time (not to exceed 60 days) from the presentation of ACORD's findings to you

7. You agree to not engage in any action that tends to disparage, dilute the value of, or reflect negatively on ACORD, ACORD goods or services and/or any ACORD trademark.

8. ALL ACORD GOODS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY LAW, THE DURATION OF ANY WARRANTIES THAT ARE STATUTORILY REQUIRED NOTWITHSTANDING THE ABOVE DISCLAIMER (IF ANY) SHALL BE LIMITED TO THE LATER OF THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT OR THE MINIMUM PERIOD OF TIME REQUIRED BY LAW. AS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH STATUTORILY REQUIRED WARRANTY THAT IS, AS A MATTER OF LAW, NOT HEREBY DISCLAIMED, LICENSOR SHALL, AT ITS SOLE OPTION, REPAIR, REPLACE, OR CORRECT THE SUBJECT LICENSED FORM, LICENSED TOOL, MATERIAL OR SERVICE IF SUCH BREACH IS REPORTED IN WRITING TO ACORD DURING THE GREATER OF THE AFORESAID THIRTY (30) DAY PERIOD OR SUCH LONGER PERIOD, IF ANY, REQUIRED BY LAW.

9. IN NO EVENT SHALL ACORD BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOSS OF USE OR DATA, LOST PROFIT OR BUSINESS REVENUE, OR GOODWILL), WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHERWISE, ARISING IN CONNECTION WITH ITS GOODS OR SERVICES, EVEN IF ACORD HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

10. Subject to section D.1, above, the Contract (including, without limitation, these Terms of Program Membership as revised from time to time) constitutes the entire agreement and understanding between Licensor and Licensee regarding the subject matter hereof. If any part of this Contract is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable part shall be severed from the remainder of the Contract and the remainder of the Contract shall remain in full force and effect. Further, the invalid, illegal or unenforceable part shall be deemed superseded by a valid, legal and enforceable part that most closely satisfies the intention of the original part. This Contract supersedes any and all prior agreements between the parties regarding the subject matter hereof. The Contract shall be construed and interpreted under the internal laws of the United States and the State of New York, without giving effect to its or their principles of conflict of law.