

**Exhibit – SureLC Integration with Smart Office from Ebix,  
hereby known as “SuranceBay Integration Product”**

**Form of Statement of Work**

This Statement of Work is between \_\_\_\_\_ (“Company”) and **SuranceBay, LLC** (“SuranceBay”).

It is subject to the **Master Services Agreement** or **License Agreement** previously executed between the Parties dated \_\_\_\_\_ (the “Agreement”), all of the terms of which are hereby incorporated herein by reference. Any terms used in this Statement of Work but not defined shall have the meaning ascribed to such terms in the Agreement.

Each Party acknowledges that it has read this Statement of Work, understands it, and agrees to be bound by its terms and conditions.

<i>Company Name</i>	<b><u>SURANCEBAY, LLC</u></b>
<b>Print Name:</b>	<b>Print Name: Robert Brian Morton</b>
<b>Title:</b>	<b>Title: VP Sales</b>
<b>Date:</b>	<b>Date:</b>

1. Services

SuranceBay will provide integration between SureLC, its proprietary Licensing and Contracting automation software application, and Company’s Ebix Smart Office account, as specified within Exhibit B (attached).

2. Fees

Company shall pay SuranceBay monthly fees related to the services described herein on the schedule provided below. The “Aggregate Number of Agents of Customer” reflects the active quantity of producers Company has within their SureLC account.

<b>Aggregate Number of Agents of Customer</b>			
	<b>up to 250</b>	<b>251 to 999</b>	<b>1000+</b>
<b>Customer Monthly Usage Fee</b>	<b>\$50</b>	<b>\$100</b>	<b>\$150</b>

3. Payment:

Company will pay fees described in Section 2 of this Statement of Work via credit card / debit card directly within SureLC in advance of services provided. If Company is being invoiced; net 30 day terms will be enforced. SuranceBay reserves the right to terminate this agreement should Company fail to pay Fees absent a good-faith dispute of invoiced charges.

4. Company Responsibilities

Company is solely responsible for ensuring the accuracy of data contained within a producer's profile in the SureLC application. Company hereby absolves both SuranceBay and Ebix of any responsibilities related data discrepancies as may occur between both systems.

5. Assumptions

Company must maintain an active account with both Ebix and SuranceBay in order for the SuranceBay Integration Product to remain in force. Company's failure to maintain an active status with either SuranceBay or Ebix will result in discontinuation of services provided herein.

6. Terms

The term of this agreement shall be one-year in length. Either party may terminate this agreement at any time and for any reason by providing sixty (60) days prior written notice to the other party of such termination.