

SECURITY LIFE INSURANCE COMPANY OF AMERICA
TERMS AND CONDITIONS FOR INTERNET LINKING

WHEREAS, Security Life Insurance Company of America (“SLICA”) maintains a web site with the current URL of www.starsdental.com (the “Destination Site”); and

WHEREAS, Charles O McComish (“Company”) desires to offer certain of its customers and potential customers a hyperlink pointing to the Destination Site; and

WHEREAS, SLICA is willing to permit Company to offer a hyperlink pointing to the Destination Site provided that Company agrees to abide by the terms and conditions established herein (the “Agreement”).

THEREFORE, the parties agree to the following terms and conditions:

1. The Link. The Link will point to the Destination Site. SLICA may provide Company with the electronic formatting or other documentation necessary to place the appropriate SLICA servicemark(s) as the icon for the Link to the Destination Site. During the term of this Agreement, Company shall have a limited, non-exclusive, non-transferable license to use such servicemark(s) on a standalone basis in support of the Link and for no other purpose, unless other written agreements between the parties provide otherwise. Company shall not use the electronic formatting or other documentation provided by or on behalf of SLICA for any purpose other than effectuating the Link and shall not disclose such formatting or documentation to any third party.
2. Framing and Deep Linking. Company represents and warrants that its site, if any (the “Host Site”), will not use “framing” or similar boundary control technique to display the contents of the Destination Site to visitors that click on the Link without the prior written consent of SLICA. Company represents and warrants that the Host Site will not use deep linking to content appearing in files below the Destination Site’s URL referenced in Section 1 without the prior written consent of SLICA.
3. Link Placement. Company will promptly comply with all reasonable requests of SLICA concerning placement and appearance of the Link.
4. Site Control. This Agreement reflects a simple linking arrangement involving one or more internet sites that are independently owned and operated. Neither party is a publisher, distributor, agent, partner, franchiser or endorser of the other party’s site, content or features. Except as otherwise set forth in this Agreement, each party retains exclusive editorial control over its own site and has the right to make administrative or operational decisions it deems necessary or helpful in the normal course of business.
5. Privacy of User Data. Company represents and warrants that it will not collect, use or disclose any personal information of site visitors, except: (a) as functionally necessary to process visitor instructions and transactions; (b) for efficient internal operation, subject to adequate data

security; (c) to enforce this Agreement or comply with legal process, and (d) in emergencies when physical safety is believed at risk. "Personal information" includes, without limitation, personal identity, billing information and navigation of site visitors.

6. Certain Responsibilities. Company represents and warrants that the Host Site will not contain: (a) any content or feature which violates or infringes the rights of any person or organization or which a reasonable person would consider abusive, profane or offensive, which is false or misleading, defamatory or harassing, excessively violent, or which violates or encourages others to violate any applicable law or regulation, or (b) any obscene, pornographic or sexually explicit materials. Company represents and warrants that the Host Site will not disparage SLICA or Destination Site or present the Link in a manner that diminishes SLICA's good will.
7. Hold Harmless. Company agrees to indemnify, defend and hold harmless SLICA and its directors, officers, employees, agents, parents, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, any acts, errors or omissions of Company, its employees, agents or contractors in performing or failing to perform under this Agreement, the Host Site, or any inaccuracy or breach of any representation or warranty of Company.
8. Limitation of Damages. IN NO EVENT SHALL SLICA OR ANY OF ITS AFFILIATES BE LIABLE TO COMPANY OR ANY OTHER ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, AND FUNCTIONS OF THE DESTINATION SITE OR ANY LINKED WEBSITE, EVEN IF SLICA IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. Trademarks. Except as set forth in Section 1 of this Agreement or other agreement between the parties, neither party shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither party shall display or use the other's Marks, nor permit the same to be displayed or used by third parties, except in connection with the performance of this Agreement or other agreement between the parties. Nothing in this Agreement creates in a party rights in the Marks of the other beyond what is specifically stated herein. Upon termination of this Agreement, each party shall discontinue the use of the other's Marks as authorized under this Agreement.

10. Termination. Either party may immediately terminate this Agreement upon written notice to the other party. Upon termination the Company shall cease using the Link and shall remove the Link from the Host Site (if any), and each party shall return all proprietary materials of the other party. Termination has no effect on the responsibility, representation, warranty and indemnity provisions of this Agreement or the other provisions of this Agreement that are meant to survive the termination of this Agreement.
11. Entire Agreement. This Agreement reflects the entire agreement of the parties and supersedes all other communications and agreements regarding this subject and may be amended only in writing.
12. Governing Law. This Agreement shall be governed by the internal laws of the State of Minnesota.
13. Third Party Beneficiaries. Other than the persons and entities specifically entitled to indemnification under this Agreement, there are no third party beneficiaries of this Agreement.
14. Severability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforced to the full extent permitted by law.
15. Assignment. Company may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the express written consent of SLICA.
16. Reservation of Rights. All rights not expressly granted by a party under this Agreement are reserved.

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