

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of July 23 2014 (the "Effective Date"), by and between InsPro Technologies, LLC ("InsPro"), a Delaware limited liability company with its principal place of business located at 1510 Chester Pike, Suite 400, Eddystone, PA 19022, and Life Insurance Company of Alabama, an Alabama corporation with principal place of business at 302 Broad St., Gadsden, AL 35901 ("LICOA" or the "Client"). In consideration of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Services. Concurrently with the execution and delivery of this Agreement, InsPro and Client have entered into an License Agreement (the "Licensed Program Agreement") pursuant to which InsPro is providing services and licensed to Client, and Client has licensed from InsPro that certain Licensed Program as further described in the Licensed Program Agreement. Any defined terms used in this Agreement, including any Schedule to this Agreement, without definition shall have the meanings set forth in the Licensed Program Agreement. InsPro and Client are entering into this Agreement pursuant to which InsPro shall provide to Client services related to the Licensed Program as further described in the Schedules to this Agreement. The parties may add additional schedules to this Agreement from time to time in order to define professional services to be performed, which services may include Licensed Program installation, additional training and performance of Client Modifications (the "Services"). InsPro represents and warrants that all Services shall be performed in a good, professional and workmanlike manner with the highest attention to detail pursuant to the requirements of this Agreement, and InsPro shall uphold the highest standards of ethical conduct when doing business with Client.

2. InsPro Employees. InsPro shall assign personnel to engage in the provision and performance of the Services hereunder. In the event that Client reasonably determines that an employee of InsPro is not performing in a proper professional, workmanlike and satisfactory manner, Client may request Company to remove the employee from the Client project after ten (10) days notice, and Company has been unable to resolve such resource's alleged performance issues. Company shall pay the costs of familiarizing the replacement resource with the project, for a period not to exceed ten (10) business days. In the event any InsPro personnel are assigned to perform Services on-site at Client's location, InsPro shall require such personnel to comply with Client's workplace rules and policies and, notwithstanding the preceding sentence, Client shall be entitled to remove InsPro personnel immediately from Client's facilities if InsPro personnel fail to comply with Client's workplace rules and policies. InsPro shall promptly replace such personnel with other qualified employees or contractors. Prior to the deployment of any employee or subcontractor, InsPro shall perform an appropriate criminal background check. InsPro agrees to perform Lexis Nexis background checks for all employees and contractors.

3. Fees, Invoicing and Payment.

(a) Hourly Fee Schedule. Unless otherwise set forth in a Schedule to this Agreement, during the initial Term Client will be invoiced on a time and materials basis at the end of each month for hours incurred, with invoiced amounts due within 30 days. The hourly rate for professional services is defined in the rate table below. All rates listed will not increase for a period of 36 months from the effective date of this Agreement. After the 36 month period, the hourly rate will not increase by more than three percent per year (3%).

| Resource Role | Hourly Rate |
|---------------------------------|-------------|
| Project Manager | \$150 |
| Training | \$150 |
| Product and Claim Configuration | \$150 |

| | |
|---------------------------------|-------|
| Development / Technical Analyst | \$125 |
| Business Analyst | \$125 |

Expense Reimbursement. Reimbursement for travel expenses fall under Client’s corporate policy and will be billed as incurred and will be approved in advance by Client.

(b) InsPro shall issue an invoice for fees as and when they become due, and Client shall pay InsPro within thirty (30) days after the invoice date. In the event the scope of Services is expanded beyond that described in any particular Schedule, including, without limitation, additional Client Modifications, InsPro shall be entitled to charge separate fees for added Services at InsPro’s then-current hourly rates on a time and materials basis defined in this Agreement. The scope of Services may only be expanded by mutual agreement of the parties set forth in writing as an amendment or addendum to the applicable Schedule.

(c) Client shall also reimburse InsPro for any usual and customary travel and living out-of-pocket expenses incurred by InsPro representatives in performance of the Services. At Client’s request, InsPro shall provide Client an estimate of its reimbursable expenses. InsPro will submit invoices to Client for any expense reimbursement, which shall include an itemized list of expenses and supporting documentation such as receipts. Expense reimbursement will be made in accordance with Client’s travel reimbursement policies and practices as long as such policies are provided to the Company. Payment of any such invoice shall be due no later than thirty (30) days after the date of the invoice.

(d) To the extent feasible for both parties, invoices and payments shall be transmitted electronically.

4. Client Modifications. The term “Client Modifications” shall have the meaning given it in the Licensed Program Agreement, which is “any modifications to the Licensed Program that provides new or improved features, functionality, or performance for the Licensed Program specifically for Client and are priced separately.” All such Client Modifications shall be defined, designed, developed and delivered in accordance with the methodology set forth on Schedule 2 to this Agreement.

5. Intellectual Property Rights. All title and intellectual property rights in and to any Client Modifications and all original materials produced by InsPro in providing the Services hereunder are and will continue to be owned by InsPro unless a Schedule to this Agreement specifically provides otherwise. Each Client Modification, once accepted as contemplated by this Agreement, shall be made available to Client subject to the License granted under the Licensed Program Agreement. The Client Modifications shall be deemed to be part of the Licensed Program subject to all of the terms and conditions of the Licensed Program Agreement upon acceptance by Client. Client acknowledges that InsPro may incorporate Client Modifications as standard functionality in its Licensed Program products, in add-on products or in modifications for other clients of InsPro *provided* that in no event shall InsPro re-use or disclose any proprietary or business information of Client, including, without limitation, any Client Content, in connection with or as a consequence of any re-use of the Client Modifications. All applicable common law and statutory rights in and to Client Modifications, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents and copyrights and all derivative works therein shall be and will remain the property of InsPro, and Client acknowledges that Client will have no right, title or interest in any of such proprietary rights except the License granted pursuant to the Licensed Program Agreement, or as otherwise described in the Licensed Program Agreement. To protect InsPro’s rights in such intellectual property, Client shall, at the reasonable request of InsPro and at InsPro’s expense, execute documents, including copyright applications, to confirm InsPro’s ownership of such intellectual property as set forth herein. InsPro’s use

of any Client Content or any other proprietary information of Client in developing any Client Modifications is not intended and shall not be construed to convey to InsPro any right, title or interest in or to such Client Content or other Client information, and InsPro acknowledges and disclaims any such right.

Notwithstanding the foregoing provisions of this Section 5, the Parties may agree that a particular Client Modification that shall be owned, in whole or in part, by Client ("Client Exclusive Modifications"), and may alter any of the foregoing provisions with respect to the Client Modification; but only if such agreement is set forth explicitly in the applicable Schedule and signed by both Parties.

6. Confidential Information.

(a) Health Insurance Portability and Accountability Act ("HIPAA"). InsPro acknowledges that in connection with Services provided to Client from time to time under this Agreement, InsPro it is likely to have access to, create and/or receive certain Client Content that constitutes Protected Health Information as that term is defined in federal regulations. In accordance with the regulations of 45 CFR Parts 164.302 (the "Privacy Rules"), InsPro and Client have entered into a written Business Associate Agreement that meets the applicable requirements of the Privacy Rules prior to InsPro receiving any Protected Health Information. Such Business Associate Agreement applies to the Client Content exchanged under this Agreement.

(b) Confidential Information. In connection with the Services to be provided from time to time by Company, Company and Client may each receive proprietary and confidential information of the other including, without limitation, technical information, business and planning information, vendor information and Client Content. Such information of either party to this Agreement is hereinafter referred to as "Confidential Information."

(i) Each party agrees that (1) it will keep and maintain all Confidential Information of the other party in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure and will use such Confidential Information only for the purposes of performing its obligations under or obtaining the benefits of this Agreement; (2) it will not, directly or indirectly, disclose any Confidential Information of the other party to any person other than its duly authorized employees and representatives and the Authorized Users, except with the other party's prior written consent or as expressly authorized in this Agreement; (3) it will not make use of any Confidential Information of the other party for its own purposes not contemplated by this Agreement or the benefit of any person or entity other than the parties to this Agreement; and (4) upon termination of this Agreement, at the request of the disclosing party, the receiving party will return, or, at the disclosing party's request, destroy, any Confidential Information of the disclosing party.

(ii) The restrictions on disclosure set forth in this Section 6(b) shall not apply to either party to the extent that the information disclosed: (1) is or becomes generally available to the public through no fault of the receiving party; (2) was previously rightfully known to the receiving party free of any obligation to keep it confidential; (3) is subsequently disclosed to the receiving party by a third party who may transfer and disclose such information without restriction and free of any obligation to keep it confidential; or (4) is independently developed by the receiving party or a third party without reference to the disclosing party's confidential or proprietary information.

(iii) In the event either party is required to disclose Confidential Information of the disclosing party pursuant to applicable law (including a subpoena, judicial or governmental

requirement or order), the receiving party shall provide the disclosing party with prompt notice of any such governmental request. Each party, as the receiving party hereunder, agrees to use its best efforts and to cooperate with the disclosing party to minimize, to the extent possible, the amount or degree of disclosure of Confidential Information of the disclosing party pursuant to such governmental request, including participating as requested in any injunctive action or other protective proceeding initiated by the disclosing party.

(c) Remedies. Each party expressly agrees that a breach of this Section 6 by the other party or its employees, affiliates or subsidiaries, is likely to cause significant, irreparable harm to the other party and that the non-breaching party shall be entitled, in that case, to temporary, preliminary and/or injunctive relief, or any other equitable remedy deemed appropriate by the reviewing court, to protect its interests in its Confidential Information. Each party hereby consents to the jurisdiction of any court having the authority to grant such injunctive relief or equitable remedy.

(d) Survivability. It is expressly agreed that the provisions of this Section 6 shall survive the termination of this Agreement for any reason, and shall be binding on the parties and their respective affiliates, subsidiaries, successors and assigns for the benefit of the other party and its affiliates or subsidiaries and their successors and assigns.

7. Term and Termination.

(a) Term. The initial term of this Agreement shall commence on the Effective Date and shall terminate after a period of 36 months (the "initial Term"). Upon the expiration of the initial Term, the parties may extend this Agreement; provided that InsPro shall be entitled to increase the fee rates, including blended fee rates, set forth in Section 3 of this Agreement for any renewal term. Any Schedule that becomes effective during the initial Term shall be subject to the provisions of this Agreement at the time the Schedule is entered into until the completion of the Services provided under such Schedule. Each Schedule to this Agreement shall set forth the term of such Schedule.

(b) Termination. Either party shall have the right to terminate this Agreement as a result of a material breach of this Agreement by the other party; provided that no such termination shall become effective until (i) the breaching party is given sixty (60) days prior written notice of the alleged breach and the non-breaching party's intention to terminate; and (ii) the breaching party fails to cure such material breach within such notice period. Notwithstanding the foregoing, if the breach arises from any failure by Client to make any undisputed payments required under this Agreement, the cure period for such breach shall be no more than thirty (30) days before InsPro has the right to terminate this Agreement. In the event of any payment is disputed, Client shall pay any undisputed amounts as and when such amounts become due, and the parties shall cooperate in good faith to identify the basis for and resolve the dispute. This Agreement shall not be terminated while any payment is being disputed in good faith. If the Licensed Program Agreement is terminated by a party thereto under Section 8 thereof, the terminating party thereunder may terminate this Agreement as well.

8. Indemnification. InsPro agrees to indemnify, defend and hold Client, its officers, directors, employees, affiliates, successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable and documented attorneys' fees and costs, that Client may incur arising out of or related to InsPro's performance of the Services under this Agreement, except when such damage or injury was solely caused by the gross negligence of Client, its employees or representatives.

9. Force Majeure. Neither party shall be liable to the other party or deemed to be in default for any delay or failure in performance of any obligation under this Agreement or interruption of service

resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such party. The party claiming such force majeure event shall give timely written notice to the other party and shall use due diligence to mitigate the situation. Such force majeure shall not relieve the non-performing party of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remove the cause of the force majeure in an adequate manner and with all reasonable dispatch or in the event such default or delay could have been prevented by reasonable precautions or could have been circumvented by the non-performing party through the use of alternate sources, work around plans or other means.

10. Assignment. This Agreement may not be sold, leased, assigned, or otherwise transferred, in whole or in part, by Client without InsPro's prior written consent, which shall not be unreasonably withheld or delayed. InsPro shall not assign this Agreement without Client's prior written consent; *provided, however*, that InsPro may assign this Agreement, or its right to receive and collect payments hereunder, following written notice to Client, to an Affiliate of InsPro or in connection with a sale of its business by way of a merger, other acquisition, or sale of all or substantially all of its assets to which this Agreement relates.

11. Use of Name. Neither party shall use the name, trade name, service marks, trademarks, trade dress or logos of the other party in publicity releases, advertising or any similar activity without such other party's prior written consent.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to any conflicts of laws provisions that would cause the law of another jurisdiction to be applied; and Client hereby consents to the exclusive jurisdiction and venue of the state and federal courts sitting in Gadsden, Alabama.

13. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14. Notices. Notices hereunder shall be given in accordance with the notice provisions of the Licensed Program Agreement.

15. Miscellaneous. This Agreement, including all Schedules and attachments, constitutes the entire agreement between InsPro and Client regarding the Services described herein and supersedes all previous oral and written proposals, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed, or modified except by an instrument in writing signed by duly authorized representatives of both parties. The article and section headings and contained in this Agreement are for reference purposes only and will not effect in any way the meaning or interpretation of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Professional Services Agreement effective as of the latest date set forth below.

INSURO TECHNOLOGIES, LLC

By: Robert Oakes

Name: Robert Oakes

Title: Chief Executive Officer and President

Date: July 11, 2014

LIFE INSURANCE COMPANY OF ALABAMA

By: Clarence W. Dugette, III

Name: Clarence W. Dugette, III

Title: President

Date: July 23, 2014

SCHEDULE 1
to the
PROFESSIONAL SERVICES AGREEMENT
between
LICOA ASSURANCE COMPANY (“LICOA”)
AND
INSPRO TECHNOLOGIES, LLC. (“InsPro”)

The parties agree that the terms and conditions of the Professional Services Agreement (“PSA”) dated July 22, 2014 between InsPro Technologies, LLC. (“InsPro”) and Life Insurance Company of Alabama (“LICOA”), (the “Agreement”), shall govern this Schedule. In the event of a conflict between the relevant documents, the terms and conditions of this Schedule shall control and prevail over the underlying PSA.

1. Effective Date: July 23, 2014

2. LICOA Coordinator: Jeff Casey & Scott Jones

3. InsPro Coordinator: _____

4. Assignment Description: This Schedule 1 provides for professional services to implement the InsPro Insurance System. In conjunction with this Schedule 1, LICOA has executed a License Agreement to license the InsPro Enterprise Insurance System (“Licensed Program”).

The activities to be performed in this Schedule will be defined in a Project Implementation Plan, and following the Project Methodology defined in Attachment 2.

This Schedule No. 1 covers the work to develop the overall configuration and conversion strategies, configure LICOA insurance products on the Licensed Program and to support LICOA staff to migrate the policy and claim data from its current platform. The work, price and all other terms and conditions required for the performance of the tasks / deliverables are listed in Section 6 below.

5. Project Governance

LICOA and InsPro each agree to assign a Project Manager (“PM”). The PM will be accountable to manage all aspects of the Project. The PMs will work to complete a baseline project plan which upon which status and variances will be reported. Changes to the schedule must be agreed upon by the PMs and depending on the magnitude of the changes, LICOA or InsPro may initiate a Change Control. Oversight and governance details will be agreed upon by the PMs.

The PMs agree to conduct weekly Project review/status meetings. The PMs will mutually agree on the format of the weekly Project review/status meetings and the LICOA PM will take the lead to facilitate the meeting each week. The PMs will mutually agree on the attendees and content for this meeting. The objective of the weekly Project meeting is to ensure that the Project is proceeding as planned, issues or concerns are brought to the table as soon as identified, and that action items are being assigned and closed out by the Parties. The InsPro PM shall raise any issues, concerns, or anticipated deviations from the work plan that impact the cost or schedule of the project immediately with the LICOA PM without waiting until the next weekly meeting.

Escalation

If issues are persistent, the Project Coordinators will proactively seek escalation at any time.

In the event either Party needs to escalate an issue for resolution, the Parties agree the issue will be escalated as shown below.

InsPro' executive team and escalation path includes:

- InsPro Program Leadership Team (PM, Business Lead, Technical Lead, Solution Architect, Infrastructure lead)
- InsPro Enterprise PMO (Maureen Kincade)
- InsPro Executive Sponsors / Management (Ron Hayden / Bob Oakes)

LICOA's executive team and escalation path includes:

- LICOA Program Leadership Team (to be named)
- LICOA Enterprise PMO (to be named)
- LICOA Executive Sponsors / Management (to be named)

6. Term/Fees/ Schedule: The term of this assignment will run from the Effective Date of this SOW for a period of 18 months, and may be extended upon mutual agreement of both parties. LICOA may terminate this SOW at any time upon thirty (30) days prior written notice to InsPro.

LICOA will be invoiced on a time and material basis at the end of each month for hours incurred, with invoiced amounts due within 30 days. The hourly rate for professional services is defined in the following rate table below:

| Resource Role | Hourly Rate |
|---------------------------------|-------------|
| Project Manager | \$150 |
| Training | \$150 |
| Product and Claim Configuration | \$150 |
| Development / Technical | \$125 |
| Business Analyst | \$125 |

Travel expenses fall under LICOA corporate policy and will be billed as incurred and must be approved in advance by LICOA. Expenses will not exceed 10% of monthly fees without LICOA prior written approval.

The total cost for this SOW, not including expenses, shall not exceed \$766,000. Any additional work that is identified during the implementation will be addressed through a change control process defined in Attachment 3 and must be approved in writing by the LICOA Project Coordinator.

The following table provides the estimated work effort for each of the major deliverables. InsPro shall not incur fees in excess of the amounts listed below without the signed written consent of LICOA.

| Activity | Description | Estimated Cost |
|--------------------|---|----------------|
| Project Management | Project Management Services through all strategy development and product and document configuration, and Licensed Program deployment. | \$200,000 |
| Licensed Program | Initial installation of the InsPro software at | \$15,000 |

| Activity | Description | Estimated Cost |
|---------------------------------|---|------------------|
| Installation | LICOA data center | |
| User Training | Includes 20 days of onsite training. | \$28,000 |
| Product and Claim Configuration | Develop configuration strategy document. Perform system and product configuration | \$125,000 |
| | Configure InsDoc letters | \$28,000 |
| Business Analyst | Complete business process review and | \$80,000 |
| | Configuration strategy for LICOA products | |
| Technical Support | Support to define Integration Strategy and data mapping support for all Licensed Program interfaces and integrations. | \$80,000 |
| Technical Integration | Support to define Integration Strategy and data mapping support for all Licensed Program interfaces and integrations. | \$90,000 |
| Enhancements | No enhancements identified. | \$0 |
| | Dental claim development included as part of the License Fee. | |
| Conversion Support | Support development of LICOA conversion strategy and data mapping support. Includes conversion execution and validation support for 4 mock conversions. | \$120,000 |
| TOTAL | | \$766,000 |

7. Deliverables: The Project Plan and Implementation Methodology, defined in this SOW describes the activities to be performed pursuant to SOW. All deliverables defined in the plan will be developed and implemented in accordance with the Development Methodology and Approval Process set forth in Attachment 1 of this Schedule.

| Tasks | Deliverable | Resources |
|-------------------------------|--|--|
| Project Management | Manage InsPro schedule and work steams. Update Project Plan in coordination with LICOA Project manager. | InsPro PM and PMO Resources |
| | Provide all status and financial tracking for the project implementation. | |
| | Participate in all internal and LICOA project meetings. | |
| Licensed Program Installation | Install test environments at LICOA location. | InsPro Tech Services and Network Resources |
| Training | Licensed Program and Plan Configuration | InsPro Trainer |

| | | |
|--|--|--|
| | <p>Training</p> <p>Usage Training for al InsPro Components</p> <p>Technical training on InsPro Webservices and RDB.</p> | |
| Configuration Strategy and Configuration | <p>Develop Product Configuration Strategy</p> <p>Complete Product and Claim configuration for the one plan for each of LICOA products (Life, DI, CI, etc).</p> <p>Document Configuration for the plans above</p> <ul style="list-style-type: none"> - Policy / Certificate pages - Bills - Claim / EOB <p>Document configuration for 100 Customer Service letters</p> <p>Knowledge transfer and configuration support for additional products</p> | InsPro Configuration Resources |
| Client Modifications | <p>Develop Dental claim component to support LICOA Dental product.</p> | InsPro Solution Architecture and Dev Resources |
| Licensed Program Integration | <p>Develop Integration Strategy document with LICOA technical staff.</p> <p>Provide technical support to LICOA technical team in their development of interfaces and integrations.</p> | InsPro Technical Resources |
| Data Migration | <p>Develop overall Conversation strategy with LICOA technical and business staff.</p> <p>Provide data mapping support and assistance to LICOA resources who will extract data from source System(s).</p> <p>Execute four mock conversions with multiple iterations within each mock conversion.</p> <p>Assist LICOA staff with conversion validation.</p> <p>Perform Production conversion.</p> | InsPro Conversion Resources |

8. Acceptance Criteria. The deliverables defined in Section 7 of this Schedule 1 shall be deemed accepted upon receipt, inspection, and written notification of acceptance for the LICOA Coordinator to InsPro. Such written notification may be accomplished via electronic email (email) or in writing.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized officers executed this Schedule.

INSIRO TECHNOLOGIES LLC.

LIFE INSURANCE COMPANY OF ALABAMA

By: Robert Oakes

By: Clarence W. Dauge III

Name: Robert Oakes

Name: Clarence W. Dauge, III

Title: President & CEO

Title: President

Date: July 11, 2014

Date: July 23, 2014

ATTACHMENT 1: PROJECT IMPLEMENTATION TASK / RESPONSIBILITIES

| Project Implementation Tasks, Roles and Responsibilities | | |
|---|---|--|
| Task | LICOA Responsibilities | InsPro Responsibilities |
| Project Management | <p>Coordinate all LICOA Resources and Activity</p> <p>Point of Contact for InsPro PM</p> <p>Identify LICOA SME's</p> <p>Manage overall Project Implementation Plan</p> <p>Finalize Project Methodology with InsPro PM</p> | <p>Review all InsPro project artifacts with LICOA PM</p> <p>Work with LICOA PM to create a detailed project plan which will include development of Product Configuration Strategy, Integration Strategy, and Data Conversion Strategy.</p> <p>Identify all Key Project Milestones</p> <p>Develop change control process with LICOA Coordinator</p> |
| Licensed Program Installation (if hosted solution) | <p>Update LICOA network definitions (router and firewall) to access InsPro hosting site(s) and FTP folder structure.</p> <p>Review and define updates to current FTP structure to support LICOA. Ensure updates are coordinated with LICOA.</p> | <p>Install LICOA environments servers at SunGard (if hosted) or LICOA data center</p> <p>Make all Network connectivity</p> <p>Setup initial Security Profiles</p> <p>Setup FTP configuration</p> |
| Training | <p>Identify LICOA Trainer(s) and SME's to participate</p> <p>Review Licensed Program Documentation and Training Guide materials and make such documentation available to all LICOA associates as appropriate to individual responsibilities</p> | <p>Includes 20 days of Training:</p> <p>Five days for Licensed Program & Product Configuration</p> <p>Eight days for Usage training on all InsPro components, and</p> <p>Seven days for technical training, covering the InsPro Data Mart and usage of Web Services.</p> |

| Project Implementation Tasks, Roles and Responsibilities | | |
|--|---|--|
| Task | LICOA Responsibilities | InsPro Responsibilities |
| | <p>Support the training process by identifying associates to be trained and allocating dedicated training time for all associates for each of the following classes:</p> <p>Configuration</p> <ul style="list-style-type: none"> ▪ Product and Claim Configuration ▪ Plan Set Up ▪ Document Configuration ▪ Claim configuration <p>Usage Training</p> <ul style="list-style-type: none"> ▪ NB Enrollment ▪ Customer Service ▪ Billing / Accounting ▪ Commissions ▪ Policy Administration ▪ Claims <p>Technical Training</p> <ul style="list-style-type: none"> ▪ Data Mart ▪ Web Services | <p>Provide softcopy of all InsPro Training guides prior to Training sessions</p> <p>Execute Training at LICOA location</p> |
| <p>Product, and Claim Configuration</p> | <p>Identify Product, Claim, and Operation SME's</p> <p>Create Product Matrix identifying all products, plans, companies, rates, policy pages, etc. (see InsPro template).</p> <p>Review all Product Information with InsPro.</p> <p>Review all InsPro tables and determine the appropriate values to be entered based on LICOA business processing and product types.</p> | <p>Analyze all LICOA Product and Plan information for the initial four client companies.</p> <p>Develop Configuration Strategy</p> <p>Product and Claim configuration for the four client company products.</p> <p>Review all configuration with LICOA SME's</p> |

| Project Implementation Tasks, Roles and Responsibilities | | |
|---|---|---|
| Task | LICOA Responsibilities | InsPro Responsibilities |
| Document Configuration | <p>Create a correspondence matrix identifying all activities that generate correspondence; create document templates that include each carrier/company logo, fonts, and other letter elements as may be required; provide a sample of each piece of correspondence; build all document prototypes within InsDoc upon completion of training. (See InsPro template)</p> <p>Review and approve all document configuration performed by InsPro.</p> <p>Complete document configuration for all remaining plans and letters using templates configuration by InsPro.</p> <p>Define the rules for archiving documents; identify documents to be archived and the retention period of the documents in the archive.</p> | <p>Provide InsDoc Training</p> <p>Policy page / Certificate configuration for four client companies included in the initial implementation.</p> <p>Review document configuration with LICOA SME's</p> <p>Provide support for LICOA letter configuration.</p> <p>Configure up to 100 letters</p> |

| Project Implementation Tasks, Roles and Responsibilities | | |
|--|--|---|
| Task | LICOA Responsibilities | InsPro Responsibilities |
| Integration Support | <p>Identify all interfaces impacted by the InsPro implementation; provide a record layout for each interface identified as well as the frequency / interval of each interface. Review and define coordination of interfaces with LICOA.</p> <p>Review and approve each interface specifications document created by InsPro</p> <p>Develop and unit test all required interfaces</p> <p>Create an Interface Acceptance Test plan for each interface; validate each interface implemented.</p> | <p>Assist LICOA as required to determine any and all interfaces impacted by the implementation of InsPro; review each interface requirement / record layout provided by LICOA.</p> <p>Support LICOA integration testing</p> |
| Conversion Support | <p>Develop Conversion Strategy</p> <p>Perform data analysis and data clean when necessary</p> <p>Write the data extract programs against the current Source Systems and create InsPro conversion data structures</p> | <p>Assist LICOA with Conversion Strategy</p> <p>Work with LICOA to perform Data Mapping of LICOA source System to InsPro conversion data structures</p> |
| | <p>Work closely with InsPro experts to review and learn conversion process</p> <p>Validate conversion</p> | <p>Execute four mock conversion runs for the four companies included in the initial conversion.</p> <p>Assist with data analysis and validation of four mock conversions.</p> <p>Execute the Production Conversion.</p> |

ATTACHMENT 2 – INSPRO DEVELOPMENT METHODOLOGY

The development, installation and testing of all Client Modifications shall be done in accordance with the following methodology, which includes the following six phases and approval steps:

- I. Business Requirements Definition – Client will produce a Business Requirement Definition for each Client Modification requested and reviewed with InsPro. The results of the Business Requirements Definition will be reflected in the general description of the Client Modifications set forth in Attachment 4.
- II. Detailed Design and Specifications – If the Business Requirements Phase is approved, then a detailed design will be developed. The Business Requirements Definition shall be deemed to be approved when written notification is received by InsPro and InsPro is authorized to produce a Detail Design and Specification (HLD) document for each Client Modification or Integration.
- III. Construction – If the Detailed Design and Specifications Phase is approved, coding and unit testing will be completed.
- IV. Licensed Program Testing and Documentation– Once the Construction Phase is completed, InsPro will conduct system testing and develop appropriate documentation for the Client Modification.
- V. Implementation – The system tested Client Modifications will be installed by InsPro in the Designated System.
- VI. Client Acceptance Testing and Post-Implementation Support – This Phase may include minor refinements to the Client Modification after installation and during Client’s acceptance testing period, which shall be a period equivalent to that described above for the initial acceptance of the Licensed Program.

Project Plan

The initial project plan, which will be updated from time to time by the LICOA Project Coordinator, with input from the InsPro Project Coordinator is attached below.

INSERT Here

ATTACHMENT 3 – CHANGE CONTROL PROCESS

A deviation, change, or discovery during the performance of the Services which a) will delay, or is likely to delay, the completion of any Deliverable by one or more business days beyond scheduled delivery; b) causes, or is likely to cause, a variance in the cost to LICOA for performance of the Services; or c) results in, or is likely to result in, any deviation or change in requirements from those documented and approved in the design document (a “Change”) must be approved in writing by both Parties as evidenced by a description of the change requested and the rationale for such change (“Change Request”) executed by both Parties. InsPro’s Project Manager and the LICOA Project Manager share overall responsibility for the change process which process shall proceed as follows:

1. When a change is desired, the requestor (InsPro or LICOA) shall notify the other Party by delivering a Change Request (completed as fully as possible without Impact Assessment) to such other Party’s Project Manager.
2. The requestor shall prepare a preliminary Change Request to identify the nature of the requested change.
3. The Project Manager who receives the Change Request shall acknowledge receipt of the Change Request Form.
4. The Parties’ respective Project Managers shall confer regarding the Change Request and shall determine what analyses should be performed regarding the impacts of the proposed Change on the Services, the Project Schedule (including task completion dates), the process, the Deliverables or otherwise (such analyses, “Impact Assessments”) and whether Impact Assessments shall be performed by one or both of the Parties. If InsPro’s performance of an Impact Assessment would affect the Services, impact the Project Schedule (including task completion dates), impact the Implementation Fee or other costs related to the introduction of the Licensed Program to LICOA environment, the InsPro’s Project Manager shall obtain LICOA approval before performing any such Impact Assessment; provided, however, that no Change may be made without the written approval of both Parties.
5. Once the scope and responsibilities for Impact Assessments have been agreed, the responsible Party(ies) shall perform such Impact Assessments within such timeframes as the Parties mutually agree.
6. Upon completion of an Impact Assessment, the Party(ies) performing the Impact Assessment shall report the results to the other Party.
7. This process shall result in a final Change Request quoting any increase in Implementation Fee attributed to the requested Change or any other increase in cost to LICOA to introduce productive use of the Licensed Program, describing any impact on the Project Schedule or related resource requirements attributed to the requested Change, assessing technical feasibility, and recommending disposition, such as :
 - a. Implement without adjusting current delivery schedule.
 - b. Implement with impact to LICOA delivery schedule.
 - c. Recommended as a follow-on project.
 - d. Forego change.
8. If at any stage either Party determines that the requested Change is not technically or economically feasible, such Party shall provide an explanation detailing the reason.

9. If a Change Request is approved by both Parties pursuant to the foregoing process, the Statement of Work shall be revised by the Project Managers as necessary to reflect such Change and modification, if any, to the Milestone Delivery Dates and Implementation Fee.

ATTACHMENT 4 – SYSTEM ENHANCEMENTS

The table below identifies the Licensed Program Enhancements required to support the business of the four client companies included in the initial conversion. The reference number in the first column ties back to the gap assessment list that was developed as part of the proof of concept project.

| Ref # | Type | Feature/Functionality | Feature/Functionality Gap Description |
|-------|--------|-----------------------|--|
| 1 | Claims | Dental Claims | Add Dental Claim capability to support LICOA dental product. |
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