
CS PROFESSIONAL SUITE

Instructions and Cover Sheet for the Strategic Software Alliance Agreement for Using Third-party Workers' Compensation Services

Before your firm will be able to use the special features within your CS Professional Suite® software that enable you (as the payroll processor or payroll service bureau) to set up and transmit data to Cennairus™ for its **InsurePay** workers' compensation services, you need to first do all of the following:

1. Enter your firm name and Firm (or Site) ID on the line indicated below. (To determine your Firm or Site ID, open your CS Professional Suite software and choose **Help / About...** Your Firm/Site ID is listed just above and to the left of the box containing your firm's name and address as the licensed user of the software.)

FIRM NAME: _____

FIRM (OR SITE) ID: _____

2. Carefully read all of the information on the accompanying form called "Strategic Alliance Agreement (Cennairus)," and then complete the form by entering the required information on the following pages:
 - a) Page 1, date of agreement and your firm's location.
 - b) Page 6, your firm's mail address, email address, and telephone number.
 - c) Page 7, your signature, title, and the date.
3. Attach this form to the completed and signed original copy form "Strategic Alliance Agreement (Cennairus)" and return both to us using one of the following methods.
 - Scan the forms and send them as an attachment to an email message to CS.Service@ThomsonReuters.com.
 - Fax the forms (ATTN: Customer Service) to 734.426.4109.

EXHIBIT D
STRATEGIC PAYROLL ALLIANCE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this ___ day of _____ 2008 (the "Effective Date") by and between, Thomson Reuters (Tax and Accounting) Inc. with offices located in New York, NY ("Thomson"), Cennairus, LLC and its wholly-owned or controlled affiliates, including but not limited to, Cennairus Benefits Group, LLC, InsureLinx, Inc. and InsurePay collectively referred to as (the "Companies") with offices located in Sarasota, Florida and the undersigned Payroll Processing Company hereinafter referred to as (the "Service Provider") with offices located at _____

WHEREAS, Thomson has entered into a Strategic Software Alliance Agreement hereinafter referred to as the "Master Agreement" with the "Companies" with respect to the provision of payroll data by Thomson to the Companies for purpose of the Companies' marketing and sale of certain commercial insurance products; and

WHEREAS, Thomson wishes to form an alliance with the Service Provider to facilitate the offering by the Companies of integrated payroll and workers' compensation and other lines of insurance hereinafter referred to as the "Program" to commercial business clients hereinafter referred to as "Clients" using the INSUREPAY processing system for premium payments ("INSUREPAY System"); and

WHEREAS, the proposed alliance contemplates that Thomson will provide to the Companies certain payroll information with respect to Service Provider's Clients; and

WHEREAS, Service Provider is willing to cooperate with Thomson to allow the Companies to market commercial insurance products and integrated premium payment system under the Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Insurance Products; Program Administrator Functions; INSUREPAY Processing.

(a) *Insurance Products.* The insurance and related products offered by the Companies under the Program will include, but are not limited to, the following types of coverage: workers' compensation, general liability, employment practices liability, errors and omissions, automobile, umbrella liability, property and other lines of insurance which may be requested by commercial businesses. The parties acknowledge and agree that the insurance sales and service activities contemplated herein will be made only to Service Provider's Clients meeting the Companies underwriting eligibility guidelines. The parties acknowledge and agree that subject to applicable laws, the Companies reserve the right to suspend, modify or restrict the underwriting and eligibility guidelines with respect to any line or lines of insurance offered herein.

(b) *Program Administrator Functions.* During the term of this Agreement, Service Provider understands and agrees that the Companies will act as Administrator of the Program. As Administrator of the Program, the Companies may provide the following services with respect to the Clients: (i) advertising, soliciting, receiving and responding to inquiries related to the sale and service of insurance policies; (ii) accept insurance applications; (iii) provide insurance quotations; (iv) underwrite and/or provide coverage (subject to a Client's satisfaction of certain underwriting and eligibility guidelines); (v) deliver insurance policies and certificates of insurance; (vi) bill and collect insurance premiums; (vii) assist with insurance claims; and (viii) handle all usual and customary insurance services, including, but not limited to, policy renewals, non-renewals and cancellations.

(c) *INSUREPAY Processing System.* Service Provider acknowledges and agrees that in order to process workers' compensation business herein contemplated using the INSUREPAY System; the Companies agree to provide Thomson with a Consent File which shall pertain only to new or renewal clients via web services. The purpose of the Consent File is to set forth the information required to be provided by Thomson for purposes of processing payroll data using the INSUREPAY System. The Consent File further serves to

notify Thomson and Service Provider that the Client has obtained insurance through the Program and has consented to the delivery by Thomson to the Companies of payroll data for the purpose of calculating insurance premiums. Thomson shall forward all Consent Files to Service Provider and Service Provider shall provide all enrollment information to Thomson as requested in the Consent Files in accordance with the format described in Exhibit 1 hereto. Clients of Service Provider who have obtained insurance through the Program are sometimes referred to herein as "Mutual Clients" and the payroll data required for the INSUREPAY System, as indicated in Exhibit 3 hereto, is referred to as "Payroll Data".

(d) *Billing.* Service Provider acknowledges that, any policies written through the Companies in connection with the Program will be directly billed by the Companies or the applicable insurance carriers.

2. Thomson Software Files; Cancellation Matters; Payroll Representatives.

(a) *Payroll, Marketing, Marketing Set-Up and Employee Set-Up Files; EFT Information.* Under the Master Agreement and during the term of this Agreement, Thomson agrees to provide Payroll Data to the Companies in specific formats which trigger a sequence of events. Service Provider agrees to assist Thomson in performing Thomson's obligations under the Master Agreement by, among other things, (i) providing Payroll Data to Thomson on a DAILY basis after receipt of a new Consent File; (ii) sending an Employee Setup File as set forth in Exhibit 2 hereto prior to running first payroll to verify the classifications are accurate and/or complete using the Employee Roster on InsureLinx.com; and (iii) sending the Payroll Data File as set forth in Exhibit 3 by the following business day after each of the Mutual Clients payroll has been processed. All files will be in the format and contain the information as set forth in Exhibits "1", "2", and "3" unless an alternative process is acceptable by Thomson and the Companies. Thomson and the Companies must approve any modifications to proposed formats. Service Provider agrees to update such files so that each contains the most current information of each Client. The processes described above are subject to change following written notification from Thomson or the Companies. Service Provider will use the computer interfaces provided by Thomson to transmit Payroll Data to Thomson and will cooperate with Thomson to the extent necessary to address any issues concerning such interfaces and/or data transmission.

(b) *Cancellation Matters.* Service Provider acknowledges that the accuracy of the INSUREPAY premium calculations depend on the timeliness of payroll-related information being provided by Service Provider to Thomson. Service Provider agrees to use commercially reasonable efforts to notify Thomson and Companies within three (3) business days after a Client ceases to use the INSUREPAY System provided the Client has notified Service Provider in writing of its intent to cease to use the INSUREPAY System and/or Service Provider's payroll service. In the event such written notification is not provided and in order to determine the Client's intent in continuing INSUREPAY services and/or Service Provider's payroll service, Service Provider agrees that the Companies may contact Client within three (3) business days after the Client fails to run its normally scheduled payroll. In the event notification is not provided and in order to determine the Mutual Client's intent in continuing the INSUREPAY service, the Companies may contact the Mutual Client and Thomson or Service Provider within three (3) business days after the Client fails to run its normally scheduled payroll. In the event normally scheduled premium payments are not collected due to NSF (Non Sufficient Funds), the Companies will notify appropriate insurance carrier(s) immediately to take appropriate actions. Any Mutual Client having multiple NSF occurrences may be converted to a Direct Bill policy at the insurance carriers discretion. This may require an immediate deposit or full payment which will be communicated immediately to the Mutual Client to avoid any lapse in coverage. The Companies will make every reasonable effort to assist the Mutual Client to obtain the new policy. Nothing herein shall be construed to limit an insurance carriers right to cancel or non-renew insurance policies issued under the Program subject to all applicable cancellation and non-renewal laws. The Companies agree to notify Thomson and or Service Provider of the effective date of cancellation at the time of cancellation. Thomson shall not be responsible for premiums payable by any Mutual Client regardless of whether Thomson provides notice as described in this paragraph.

(c) *Payroll Representatives.* Service Provider agrees that it will actively promote the INSUREPAY System to its current and prospective clients. The parties agree, confirm and acknowledge that all insurance transactions contemplated herein will be conducted directly between the Clients and the Companies as

required by State Law. The parties hereto understand and agree that nothing contained in this Agreement and no action taken under this Agreement shall be construed to cause Thomson or Service Provider to be an insurer of any risks or a solicitor, producer, agent, broker or underwriter for any policy written or made available hereunder. Furthermore, Service Provider agrees that its employees and representatives shall not, in any way, solicit or sell insurance to the Clients or make representations to the public as a solicitor, producer, agent, broker or underwriter for any policy written or made available by the Companies under the Program unless properly licensed. The Companies represent that they hold all necessary licenses as required by applicable law, and are duly licensed and authorized to sell, service and manage the policies offered under the Program.

3. Intellectual Property Ownership: Service Provider acknowledges and agrees that Thomson and each of the Companies shall retain all right, title, and interest in and to all intellectual property it obtains by its own development or by acquisition from a third party, whether outside or under this Agreement, before, during and after the term of this Agreement. Intellectual property includes, but is not limited to: proprietary software and technologies and processes imbedded in either desktop software or Web-based workflows.

4. Promotional Materials. The Companies and Service Provider shall provide Thomson with the right to review and pre-approve all promotional materials for use by the Companies, Service Providers or Thomson in connection with this Agreement. Service Provider grants a non-exclusive license to the Companies to use its name and marks ("Marks") solely in connection with the Companies' promotion of the InsurePay System to Service Provider's Clients and Service Provider retains the right to review materials bearing any of its Marks for quality control purposes. Service Provider shall not include in any materials developed by it in connection with this Agreement, the Companies' names, trademarks, service marks or logos for any purpose whatsoever without the prior express written consent of the Companies.

5. Data Transfer Fee. In consideration for the right to utilize Thomson and Service Provider's Payroll Data and the Service Provider paying a monthly access charge for the use of InsureLinx.Com and the INSUREPAY System in the amount indicated (if applicable) in Exhibit 4, the Companies agree to pay Thomson and/or the Service Provider the Data Transfer Fees (the "Fees") proportionate to the revenue generated by the Companies. This shall be calculated for all revenues generated under the Program from the Clients during the term of this Agreement. All calculations of such fees shall be made available via the internet at www.InsureLinx.com. The Fees shall be dependent solely upon the insurance carrier selected for each Client. The selection of the carrier is in no way connected to the Fees and is not a consideration when presenting quotations of insurance. The Fees range between one (1) and six (6) percent of revenue generated from Clients to the Companies. In the event the Companies become involved in the transactions or processes for existing Clients who have previously selected Hartford Fire Insurance Company ("Hartford") in connection with a Strategic Alliance Agreement between Thomson and Hartford concerning the use of Hartford's XACTPAY system, the Companies have no rights nor will they affect the current fee structure established between Thomson and Hartford. The participation of third parties in any Fees, including but not limited to commissions in the case of licensed Insurance Professionals, is to be at the sole discretion of Thomson and/or Service Provider. Service Provider understands that any Fee(s) paid to third parties will reduce the gross amount of any fee(s) owed to Thomson and/or Service Provider accordingly. The Fee payments shall be made to Thomson and/or Service Provider, as directed by Thomson, at the aforementioned or other designated address on a monthly basis within 15 days following the end of them month. The Companies shall base all Fee calculations on the Payroll Data provided by Service Provider through Thomson. The Fees shall constitute payment solely for the transmittal of data regarding the Mutual Clients to the Companies and shall in no manner be considered compensation or reimbursement for the sale, solicitation, negotiation, or effectuation of a contract of insurance or as income from a partnership or joint venture. The parties, in good faith, agree to make appropriate adjustments to the File Transfer Fees expressed herein as a result of any inaccuracies in data transfer or Client inaccuracies or changes to the Companies insurance carrier contracts. Any changes to the above Fees must be agreed upon in writing by all parties with 30 days prior to any such change taking effect.

6. Term. The term of this Agreement shall be commence on the Effective Date and shall continue until terminated by a party in accordance with the following: (i) this Agreement may be terminated with or without cause by any party by giving one hundred eighty (180) days' prior written notice thereof to the other parties; or

(ii) immediately following written notice upon discovery of misrepresentation or fraud by another party or (iii) in the event a party commits a material breach, the non-breaching party may terminate this Agreement on thirty (30) days' prior written notice, provided that the breaching party has not cured the breach during such notice period. This Agreement shall remain in effect until so terminated. Any such termination shall not relieve Companies, any insurance company or any other entity of any liability under any of the insurance policies written under the Program prior to the effective date of such termination. This Agreement shall be terminated immediately upon the termination of the Master Agreement. This Agreement may subject to the Companies approval of Service Provider's application to participate in the Program. In addition to those the Section of this Agreement that expressly survive termination, Sections 7, 10, 11, 12, 17 and 22 of this Agreement shall also survive termination. Termination of this Agreement shall not terminate or modify any policy written under the Program.

7. Confidentiality. Thomson and Service Provider agree that all of their non-public records (including, but not limited to, all businesses described in any marketing or payroll files), data and information containing or otherwise reflecting their internal affairs ("Confidential Information") which are acquired or made available to the other party(ies) (the "recipient party") will be held and treated by the recipient party or their agents, employees and representatives in confidence and will not, without the prior written consent of the disclosing party, be disclosed by the recipient party or its agents, employees or representatives to any person (other than the Companies) and will not be used by the recipient party other than in connection with the Program and activities contemplated by this Agreement and by the Master Agreement. Confidential Information does not include information which: (i) is in the possession of the recipient at the time of disclosure as shown by the recipient's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the recipient; (iii) is approved for release by the discloser in writing; (iv) is shown by written evidence to have been developed by recipient independently after disclosure without benefit of the Confidential Information; or (v) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from disclosing party. The recipient party may disclose the discloser's Confidential Information pursuant to a court order, provided that the recipient party notifies the discloser in writing prior to any such disclosure (if legally permissible) so that the discloser has the opportunity to seek a protective order or other appropriate remedy. Confidential Information provided to the recipient party shall not be used by the recipient party to the detriment of any other party hereto. In the event of a breach or threatened breach of these provisions, the injured party shall be entitled to seek both: (i) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (ii) money damages insofar as they can be determined. Nothing in this Agreement shall be construed to prohibit the injured party from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative.

8. Non-solicitations. Nothing contained herein and no action taken hereunder shall be construed to cause Thomson or Service Provider to be an insurer of any risks or a solicitor, producer, agent, broker, or underwriter for any policy written or made available herein.

9. Relationship of the Parties. The relationship of the Companies, Thomson and Service Provider to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership or agency relationship of any kind between the parties. No party is authorized to incur any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that Thomson or the Service Provider is in the business of providing, selling, soliciting, or effecting the insurance products and/or insurance-related services.

10. Limitation of Liability. OTHER THAN INDEMNIFICATION CLAIMS UNDER SECTION 11 OR UNAUTHORIZED USE OR DISCLOSURE OF PAYROLL DATA BY THE COMPANIES, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO THE OTHER OR OTHERS FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification. Service Provider shall indemnify, defend and hold Thomson and the Companies and their respective officers, directors and employees harmless from and against all obligations, liabilities,

expenses (including, but not limited to reasonable attorney's fees and costs), claims, suits, losses, judgments, demands, causes of action and damages arising from (i) any failure by Service Provider or Client to provide timely, accurate and complete Payroll Data, (ii) any services rendered by the Service Provider hereunder; (iii) any breach by Service Provider of the terms of this Agreement; and (iv) to the extent that Thomson's or the Companies' own acts and/or omissions did not cause or contribute to such liability, any claims by Clients or inaccurate representation by Service Provider under this Agreement.

Thomson shall indemnify, defend and hold the Service Provider and the Companies and their respective officers, directors and employees harmless from and against all obligations, liabilities, expenses (including but not limited to reasonable attorney's fees and costs), claims, suits, losses, judgments, demands, causes of action and damages arising from: (i) any services rendered by Thomson hereunder; (ii) any breach by it of the terms of this Agreement; and (iii) to the extent that the Companies' or Service Provider's own acts or omissions did not cause or contribute to such liability, any inaccurate representation by Thomson under this Agreement.

The Companies shall indemnify, defend and hold Thomson and Service Provider and their respective officers, directors and employees harmless from and against all obligations, liabilities, expenses (including, but not limited to reasonable attorney's fees and costs), claims, suits, losses, judgments, demands, causes of action and damages arising from (i) any policies written by the Companies or any insurance carriers in connection with the Program; (ii) any services rendered by the Companies hereunder; (iii) any breach by any of the Companies of the terms of this Agreement; and (iv) to the extent that Thomson's or Service Provider's own acts and/or omissions did not cause or contribute to such liability, any inaccurate representation by any of the Companies under this Agreement.

The party(ies) seeking indemnification (indemnitee) agrees to (i) give the indemnifying party prompt written notice of any claim, action, suit or proceeding for which it may seek indemnification under this Section 11 and (ii) reasonably cooperate with the indemnifying party at the indemnifying party's expense, including allowing the indemnifying party to make such investigation, settlement or defense thereof as it deems prudent, provided that any settlement that negatively impacts the indemnitee in any material respect shall require the written consent of the indemnitee.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in Jacksonville, Florida if Thomson or Service Provider commences the arbitration proceeding and in New York City if any of the Companies commences the arbitration proceeding, in accordance with the commercial arbitration rules of the American Arbitration Association. Each party will pay its own costs and expenses associated with the arbitration, including its own attorneys' fees. All costs and expenses necessary to utilize the arbitration services of the American Arbitration Association including, but not limited to, the place in which the arbitration is held and the costs and expenses of the arbitrator, shall be shared equally by the parties. The parties agree that the arbitrator shall be released from judicial formalities and shall not be bound by strict rules of procedures and evidence; provided, however, all testimony shall be transcribed and the arbitrator's award shall be accompanied by findings of fact and a statement of the reasons for his or her decision. The decision of the arbitrator shall be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. All matters relating to such arbitration, including the terms of any settlement or award, shall be maintained in strict confidence by the parties. Except as provided for by law or this Agreement, the parties agree that in no event shall the arbitrator be allowed to award, nor shall he or she award, punitive, exemplary or consequential damages of any nature whatsoever or any other form of damages against a party hereto, except for direct damages. Except as provided for by law or this Agreement, each party hereto hereby waives its right to consent punitive, exemplary and/or consequential damages of any nature whatsoever (including, but not limited to, any loss of profits, loss of business, loss of data or interruption of business) save and except for direct damages. Subject to the foregoing, the parties hereto agree to be bound by the results of the arbitration.

13. Applicable law: This Agreement shall be governed by the laws of the State of New York without regard to conflicts of laws provisions thereof.

14. Amendments; Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement duly signed by the persons authorized to sign agreements on behalf of Thomson, Service Provider and the Companies. Any failure to comply with any term or provision of this Agreement may be waived by the other party(ies) at any time by an instrument in writing signed by or on behalf of such other party(ies), but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

15. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Except as contemplated herein, this Agreement and each party's rights, duties and obligations under this Agreement are not transferable or assignable without the prior express written consent of the other parties. Any attempt to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement without such consent is void.

16. Client Liability; Companies Covenant. Neither Service Provider nor Thomson is responsible for any failure of a Client to pay insurance premiums. The Companies acknowledge their responsibility to ensure that the insurance carriers receive timely payment of all premiums received by any of the Companies from Clients for processing.

17. Notices. Any notice under this Agreement shall be considered sufficiently given if in writing and (a) personally delivered, (b) sent by email, (c) sent prepaid using a nationally known carrier of overnight mail, or (d) deposited in the United States mail, postage prepaid, sent certified or registered mail, addressed at the addresses set forth below. A party may change the address to which notices should be sent by written notice to the other parties in compliance with this paragraph.

If to Service Provider:

Mail: _____

Email: _____

Telephone: _____

If to Thomson:

Email: CS.Service@thomsonreuters.com

With a copy to:
sari.dweck@thomsonreuters.com

Or

Fax: (ATTN: Customer Service) to 734-426-4109

If to the Companies:

Mail: Forrest Harris
Cennairus, LLC
5581 Marquesas Circle
Sarasota, FL 34277

Telephone: 941-927-9500 x225

Email: jharris@cennairus.com

With a copy to: sebrust@sgrlaw.com

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, oral or written, between the parties relating thereto.

19. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable, then the remaining portions of the Agreement shall remain in full effect.

20. Counterparts; Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties acknowledge that this Agreement has been prepared and drafted through the efforts of the parties hereto and agree that in the interpretation, construction and enforcement of the terms and conditions of this Agreement, there will not be applied against any party the normal rule of construction that vague or ambiguous terms are to be construed against the drafting party.

21. Headings. The descriptive headings of this Agreement are intended for reference only and do not affect the construction, meaning or interpretation of this Agreement.

22. Non-exclusivity. The agreements and rights hereunder are non-exclusive and each party shall have the right, without liability or accountability to the other, to engage in its own business activities, alone or in conjunction with contractual relationships with others.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

On behalf of ***"Thomson"***

By: _____

Printed: _____

Title: _____

Date: _____

On behalf of ***"Service Provider"***

By: _____

Printed: _____

Title: _____

Date: _____

On behalf of ***"Companies"***

By: _____

Printed: _____

Title: _____

Date: _____