
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 CS Professional Suite® software that enable you (as the payroll processor or payroll service bureau) to set up and transmit data to The Hartford for its **XactPAYsm** 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 Software Alliance Agreement (The Hartford)," and then complete the form by entering the required information on the following pages:
 - a) Page 1, your company location.
 - b) Page 4, the date on which the agreement shall take effect.
 - c) Page 5, your initials (on the first blank line).
 - d) Page 6, your signature, title, and the date.
3. Attach this form to the completed and signed original copy form "Strategic Alliance Agreement (The Hartford)" 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.

STRATEGIC SOFTWARE ALLIANCE AGREEMENT

THIS AGREEMENT, (the "Agreement") is made by and between, Thomson Reuters (Tax & Accounting), a Texas Corporation, and the undersigned payroll processing company ("Service Bureau") with offices located at _____

WHEREAS, THOMSON REUTERS (TAX & ACCOUNTING) has entered into a Strategic Alliance Agreement with Hartford Fire Insurance Company and its affiliated insurance companies ("Hartford") with respect to Hartford's marketing and sale of certain commercial insurance products (the "Hartford Agreement"); and

WHEREAS, THOMSON REUTERS (TAX & ACCOUNTING) wishes to form an alliance with Service Bureau to offer, in connection with the Hartford Agreement, an integrated payroll and workers' compensation insurance payment system to Service Bureau's commercial business Clients (the "Program") using Hartford's XACTPAY[®] processing system for workers' compensation insurance; and

WHEREAS, the proposed alliance contemplates that THOMSON REUTERS (TAX & ACCOUNTING) will provide to Hartford certain information with respect to Service Bureau's commercial business Clients; and

WHEREAS, Service Bureau is willing to cooperate with THOMSON REUTERS (TAX & ACCOUNTING) to allow Hartford in connection with Hartford's marketing of its commercial insurance products and its integrated payroll product under the Program and wishes to provide THOMSON REUTERS (TAX & ACCOUNTING) with information regarding its commercial business Clients;

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

1. Insurance Products; Program Administrator Functions; XACTPAY[®] Processing.

(a) *Insurance Products.* The insurance policies offered by Hartford under the Program will include the following types of coverage: workers' compensation, general liability, automobile, umbrella liability, property and other lines of insurance as may be agreed upon between THOMSON REUTERS (TAX & ACCOUNTING) and Hartford. The parties acknowledge and agree that the insurance sales and service activities contemplated herein will be made to Service Bureau's commercial business Clients (hereinafter referred to as the "Target Clients") meeting Hartford's underwriting eligibility guidelines. The parties acknowledge and agree that subject to applicable laws, Hartford has reserved the right to suspend, modify or restrict its underwriting and eligibility guidelines with respect to any line or lines of insurance offered hereunder.

(b) *Program Administrator Functions.* Service Bureau understands and agrees that during the term of this Agreement, Hartford will act as administrator for the Program. As program administrator, Hartford may provide the following services with respect to the Target Clients: (i) advertising, soliciting, receiving and responding to inquiries related to the sale and service of insurance policies to Target Clients; (ii) provide insurance quotations to Target Clients; (iii) accept insurance applications; (iv) underwrite coverages (subject to a Target Client's satisfaction of Hartford's underwriting eligibility guidelines); (v) issue insurance policies

and certificates of insurance; (vi) bill and collect insurance premiums; (vii) receive, process, pay and otherwise administer insurance claims; and (viii) handle all usual and customary insurance services typically handled by Hartford in connection with its call center operations, including, but not limited to, policy renewals, nonrenewals and cancellations.

(c) *XACTPAY[®] Processing System.* Service Bureau acknowledges and agrees that in order to process workers' compensation business using Hartford's XACTPAY[®] system pursuant to the terms of the Hartford Agreement, Hartford will provide THOMSON REUTERS (TAX & ACCOUNTING) with a "Consent File" daily which THOMSON REUTERS (TAX & ACCOUNTING) file shall pertain only to Target Clients using the XACTPAY[®] system. THOMSON REUTERS (TAX & ACCOUNTING) shall forward all Consent Files to Service Bureau and Service Bureau shall provide all enrollment information to THOMSON REUTERS (TAX & ACCOUNTING) as requested in the Consent Files. The purpose of the Consent File is to set forth the information required to be provided by THOMSON REUTERS (TAX & ACCOUNTING) in order for Hartford to process XACTPAY[®] business.

(d) *Billing.* Service Bureau acknowledges and agrees that except for XACTPAY[®] business, any policies issued by The Hartford in connection with The Program will be directly billed by Hartford under its Total Account Billing System ("TABS").

2. THOMSON REUTERS (TAX & ACCOUNTING) Software Files; Cancellation Matters; Payroll Representatives.

(a) *Payroll, Marketing, Marketing Set-Up and Employee Set-Up Files; EFT Information.* Under the Hartford Agreement, THOMSON REUTERS (TAX & ACCOUNTING) must provide Hartford: (i) on a weekly basis, a Marketing Data file and a Payroll Data file; and (ii) on a daily basis, a Marketing Set-Up file and a Payroll Set-Up file as Consented by Hartford in the Consent File as referenced in Section 1 above in connection with the Program. THOMSON REUTERS (TAX & ACCOUNTING) must update such files so that each contains the most current information of each Client Insured based on THOMSON REUTERS (TAX & ACCOUNTING) records. In order to allow THOMSON REUTERS (TAX & ACCOUNTING) to fulfill its obligations under the Hartford Agreement, Service Bureau hereby agrees to fully cooperate with THOMSON REUTERS (TAX & ACCOUNTING) and to provide all necessary data and information, including, but not limited all data files. Service Bureau further agrees to provide through electronic means such other information as reasonable requested by THOMSON REUTERS (TAX & ACCOUNTING) or Hartford in order to process XACTPAY[®] workers' compensation business.

(b) *Cancellation Matters.* Service Bureau acknowledges that the accuracy of Hartford's workers' compensation premium calculations depend on the timeliness of payroll-related information being provided by Service Bureau to THOMSON REUTERS (TAX & ACCOUNTING) and then by THOMSON REUTERS (TAX & ACCOUNTING) to The Hartford with respect to each insured Target Client. In that regard, Service Bureau agrees to notify THOMSON REUTERS (TAX & ACCOUNTING) within five (5) days after an insured Target Client ceases to use the XACTPAY[®] service provided the Target Client notifies Service Bureau in writing of their intent to cease to use the XACTPAY[®] service and/or Service Bureau payroll service. In the event such written notification is not provided and in order to determine the Target Client's intent in continuing XACTPAY[®] service and/or Service Bureau's payroll service, Service Bureau agrees that Hartford may contact Target Client within three (3) days after the second consecutive time in which such Client fails to run its normally scheduled payroll or, if sooner, within thirty (30) days' after Hartford fails to receive normally scheduled workers' compensation premium payments. Nothing herein shall be construed to limit Hartford's right to cancel policies of insurance issued under the Program subject to all applicable cancellation and

nonrenewal laws. Service Bureau shall not be responsible to Hartford for workers' compensation premiums earned prior to the effective cancellation date unless Service Bureau is notified by Target Client as provided above and fails to notify THOMSON REUTERS (TAX & ACCOUNTING) within the five (5) day period described above. In the event Service Bureau does not provide proper notification, as specified above, the termination of XACTPAY® service for an insured to Hartford, Service Bureau shall be liable to THOMSON REUTERS (TAX & ACCOUNTING) for earned premiums not paid to Hartford that are associated with the additional time of insurance coverage, if any, caused by the delay in reporting the cancellation notice.

(c) *Payroll Representatives.* Service Bureau agrees that it will actively promote the XACTPAY® service, which is branded as "Pay-As-You-Go Worker's Compensation" for THOMSON REUTERS (TAX & ACCOUNTING) marketing purposes, to its current and prospective clients. The parties agree, confirm and acknowledge that all insurance transactions contemplated herein will be conducted directly between Target Clients and Hartford. 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 REUTERS (TAX & ACCOUNTING) or Service Bureau 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 Bureau agrees that its employees and representatives shall not, in any way, solicit or sell insurance to the Target Clients or hold themselves out to the public as a solicitor, producer, agent, broker or underwriter for any policy written or made available by Hartford under the Program. Service Bureau agrees to comply with all laws applicable to the conduct of its business activities under this agreement.

3. License Grant; Intellectual Property Ownership: Service Bureau acknowledges and agrees that THOMSON REUTERS (TAX & ACCOUNTING) and Hartford shall retain all right, title, and interest in and to all intellectual property it obtains by its development or 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 technologies and processes imbedded in either desktop software or Web-based workflows.

4. Promotional Materials. In order to protect the name, reputation, and goodwill of The Hartford and THOMSON REUTERS (TAX & ACCOUNTING), neither THOMSON REUTERS (TAX & ACCOUNTING) nor Service Bureau shall use Hartford's or Hartford's affiliated companies' names, trademarks, service marks or logos for any purpose whatsoever without the prior express written consent of Hartford.

5. Royalty Fee. In consideration of the right to use Service Bureau's payroll data listing of Target Clients and in consideration of the Service Bureau providing THOMSON REUTERS (TAX & ACCOUNTING) with information regarding its Target Clients, THOMSON REUTERS (TAX & ACCOUNTING) agrees to pay Service Bureau a royalty equal to 3.5% of all (both new and renewal) written premiums for policies written under the Program during the term of this Agreement. The royalty payment shall be made to Service Bureau at the address specified at the beginning of this Agreement, on a quarterly basis as follows: on or before April 30 (for the first quarter), on or before July 31 (for the second quarter), on or before October 31 (for the third quarter), and on or before January 31 (for the fourth quarter). THOMSON REUTERS (TAX & ACCOUNTING) will make all computations based on information provided by Hartford on royalty payments. Such payments shall constitute payments solely for the Service Bureau providing information regarding its Target Clients to THOMSON REUTERS (TAX & ACCOUNTING) 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 an appropriate adjustment to the royalty

payments due hereunder as a result of any policies of insurance cancelled during the first policy year. Service Bureau understands and agrees that Hartford shall have no obligation to pay any royalty or other fee to Service Bureau with respect to the Program.

6. Term. The term of this Agreement shall be continuous commencing on _____ and shall continue until terminated by either party in accordance with the following: this Agreement may be terminated with or without cause by either party by giving one hundred eighty (180) days' prior written notice thereof to the other party. This Agreement shall be terminated immediately per the termination of the Hartford Agreement. This Agreement shall remain in effect until so terminated. This Agreement is subject to Hartford's approval of Service Bureau's application to participate in the Program. In the event that Hartford does not approve Service Bureau for participation in the Program, this Agreement shall terminate immediately. Any such termination shall not relieve Hartford or any other person or entity of any liability under any of the insurance policies written under the Program prior to the effective date of such termination.

7. Confidentiality. THOMSON REUTERS (TAX & ACCOUNTING) and Service Bureau agree that all of their non-public records (including, but not limited to, all businesses set forth in any marketing and payroll files), data and information containing or otherwise reflecting their internal affairs ("Confidential Information") which are acquired or made available to the other party (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 transmitting party, be disclosed by the recipient party or its agents, employees or representatives to any person (other than Hartford) 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 Hartford Agreement. 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 REUTERS (TAX & ACCOUNTING) or Service Bureau to be an insurer of any risks or a solicitor, producer, agent, broker, or underwriter for any policy written or made available hereunder.

9. Relationship of the Parties. The relationship of THOMSON REUTERS (TAX & ACCOUNTING) and Service Bureau 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. Neither 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 REUTERS (TAX & ACCOUNTING) or the Service Bureau is in the business of providing, selling, soliciting, or effecting the insurance products and/or insurance-related services.

10. Ownership of Expirations. Service Bureau acknowledges and agrees that Hartford shall own all right, title and interest in and to all policy expirations and records related thereto which are associated with the sale of Hartford's insurance policies under the Program.

11. Limitation of Liability. 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.

12. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in Connecticut 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, 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, 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. _____ Initialed on behalf of Service Bureau _____ Initialed on behalf of THOMSON REUTERS (TAX & ACCOUNTING).

13. Applicable law: This Agreement is entered into, made, and delivered in the State of Connecticut and the parties agree shall be interpreted and construed under Connecticut law.

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 REUTERS (TAX & ACCOUNTING) and Service Bureau. Any failure by either party hereto to comply with any term or provision of this Agreement may be waived by the other party at any time by an instrument in writing signed by or on behalf of such other party, 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 party. 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. Notices. Any notice under this Agreement shall be considered sufficiently given if (a) personally delivered, (b) sent prepaid using a nationally known carrier of overnight mail, or (c) deposited in the United States mail, postage prepaid, sent certified or registered mail, addressed at the addresses set forth above. Either party may change the address to which notices should be sent by written notice to the other party in compliance with this paragraph.

17. 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.

18. 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.

19. 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.

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

21. 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 "SERVICE BUREAU"

**On behalf of "THOMSON REUTERS
(TAX & ACCOUNTING)"**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____