

Terms and Conditions for use of Consortium Insights

Effective 01/03/06

THIS AGREEMENT IS BINDING AS BETWEEN CHP AND ANY USER ACCESSING CONSORTIUM INSIGHTS (HEREINAFTER, 'YOU', 'USER' AND/OR 'PLAN', COLLECTIVELY, THE 'PARTIES'). BY CONTINUING TO ACCESS OR USE CONSORTIUM INSIGHTS, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND AGREE TO BE BOUND BY IT. FROM TIME TO TIME, CHP MAY MODIFY THIS AGREEMENT. YOUR USE OF CONSORTIUM INSIGHTS, AFTER THE POSTING OF ANY MODIFICATION TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT. IF, AT ANY TIME, YOU DO NOT WISH TO ACCEPT THE TERMS OF THIS AGREEMENT OR ANY MODIFICATION, PLEASE DO NOT USE CONSORTIUM INSIGHTS. ANY TERMS OR CONDITIONS PROPOSED BY YOU TO CHP, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, WHETHER ORALLY, IN WRITING, OR OTHERWISE, ARE EXPRESSLY REJECTED, AND SHALL BE OF NO FORCE OR EFFECT.

1. Services. CHP offers Blue Cross Blue Shield Health Plans (the 'Plans') access to an Intranet site that includes tools and content for Plans to manage their national account sales and marketing activities ('Consortium Insights'). CHP hosts and administers Consortium Insights. Only authorized users with valid passwords and ID's are authorized to use Consortium Insights pursuant to the terms and conditions herein. Plans are entirely responsible for the activities of their users on Consortium Insights. Not all Plans will have access to all areas of Consortium Insights.

2. Your Consent. You represent, warrant and covenant that you (i) are authorized to enter into this Agreement; (ii) if a natural person, are at least eighteen (18) years old; (iii) have read and agree to be bound by this Agreement; (iv) shall comply with U.S. laws regarding the transmission of data obtained from Consortium Insights; (v) shall not use Consortium Insights for illegal purposes or any purpose other than managing your national accounts, sales or marketing activities; (vi) shall not interfere or disrupt the functioning of Consortium Insights; (vii) shall not attempt to gain unauthorized access to any part of Consortium Insights, other accounts, computer systems or networks connected to any CHP server or to any other part of Consortium Insights, through hacking, password mining or other means; and (viii) shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through Consortium Insights.

3. Access to Consortium Insights. You will be given a password and user ID. You are responsible for maintaining the confidentiality of the password and ID and are fully responsible for all activities that occur under your password and ID. You agree to immediately notify CHP of any unauthorized use of your password or ID or any other breach of security. CHP cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

4. Posting Capabilities. By submitting information to Consortium Insights you grant CHP a nonexclusive license, royalty free, and perpetual to such information. Users agree that they will only submit accurate information to Consortium Insights. Each Plan agrees that it is entirely responsible for content and/or edits made by any of its users. CHP does not take any responsibility and will not accept any liability for the posting and/or editing of any information on Consortium Insights. CHP reserves the right to limit the posting and edit capabilities of users in any manner which it deems, in its sole discretion, reasonable to maintain the efficiency and security of Consortium Insights.

5. Consortium Insights. CHP's Consortium Insights allows users to access and use claim cost data relating to health plan costs. Only users authorized by the Consortium Insights Workgroup or CHP shall have access to Consortium Insights. Authorized users may only use data from Consortium Insights for the internal purposes of their Plan such as managing national accounts, sales, or marketing activities including responding to Requests for Information. In no event shall any data from Consortium Insights be provided to a competitive branded Plan, or to a competitor of the BCBS System.

6. Unbranded Activities. Consortium Insights and all of its content is intended solely for the Plans' Blue Cross Blue Shield branded sales and marketing activities. In no event shall any of the content included in Consortium Insights be accessed or used by or on behalf of any entity that is not licensed to use the Blue Cross Blue Shield names and symbols.

7. Intellectual Property. Certain content available through Consortium Insights including, without limitation, the graphics, images and layout of Consortium Insights is the property of CHP and is protected by copyright and other intellectual property laws of the U.S. and other countries and may not be used except in compliance with this Agreement. CONSORTIUM HEALTH PLANS, CONSORTIUM INSIGHTS and other marks are trademarks of Consortium Health Plans. Consortium Insights also includes content that is owned by the Plans or other third parties. In order to be considered proprietary under this Agreement, Plans agree to clearly designate content it submits as proprietary to the specific Plan. Plans may not copy, reproduce, circulate,

decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit or in any other way exploit any proprietary materials on Consortium Insights without the prior written approval of the owner of such content. Plans agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in Consortium Insights.

8. Disclaimer. You agree that your use of Consortium Insights is at your sole risk and acknowledge that Consortium Insights and all information contained herein is provided 'AS IS' and that CHP makes no warranty of any kind, express or implied, as to any of the content included in Consortium Insights, including, without limitation, merchantability, noninfringement, title or fitness for a particular purpose or use. CHP does not warrant that Consortium Insights is compatible with your equipment or is free of errors or viruses, worms or 'Trojan horse' and CHP is not liable for any damage you may suffer as a result of such destructive features. You agree that CHP and its third-party agents shall have no responsibility or liability for (i) any injury or damages, whether caused by the negligence of CHP, its employees, subcontractors, agents, or otherwise arising out of Consortium Insights; or (ii) any fault, inaccuracy, omission, delay or any other failure in Consortium Insights caused by your computer equipment or arising from your use of Consortium Insights on such equipment. From time to time, Consortium Insights may provide links to other Web sites, services, goods or advertisements that are not maintained by CHP. CHP does not (i) make any warranty, express or implied with respect to the accuracy or use of the links provided on, or to Consortium Insights or (ii) guarantee the accuracy, completeness, usefulness or adequacy of any other Web sites, services, goods or advertisements to which links may be included in such other Web site or (iii) make any endorsement, express or implied, of any other Web site, services, goods or advertisements to which the Web site may include links. CHP is not responsible for the reliability or continued availability of the telephone lines and equipment used to access Consortium Insights. You understand that CHP and/or third party contributors to Consortium Insights may choose at any time to inhibit or prohibit their content from being accessed.

9. Limitation of Liability. EXCEPT AS OTHERWISE PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL CHP, ITS INFORMATION SUPPLIERS, PLANS SUBMITTING INFORMATION TO CONSORTIUM INSIGHTS OR THIRD-PARTY AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF CONSORTIUM INSIGHTS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF CHP HAS BEEN

ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES,, NEITHER CHP, NOR ANY OF ITS INFORMATION PROVIDERS SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE FOR THE ACCURACY, COMPLETENESS, TIMELINESS OR CORRECT SEQUENCING OF THE INFORMATION CONTAINED IN CONSORTIUM INSIGHTS, OF FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION IN CONSORTIUM INSIGHTS, OR FOR INTERRUPTION OR ANY DATA, INFORMATION, OR ANY OTHER ASPECT OF CONSORTIUM INSIGHTS.

10. Indemnification. Plans agree to indemnify, defend and hold harmless CHP and its employees, representatives and agents, against any claim, suit, action or other proceeding, to the extent it is based on or arising in connection with the Plans use of Consortium Insights, or any portion thereof or its .

11. Termination. Either you or CHP may terminate this Agreement with or without cause at any time and effective immediately. You may terminate by discontinuing your use of Consortium Insights and destroying all materials obtained from Consortium Insights. This Agreement shall terminate immediately without prior notice from CHP if CHP determines, in its sole opinion that you have failed to comply with any provision of this Agreement. Upon termination by you or upon notice of termination by CHP, you must promptly destroy all materials obtained from Consortium Insights and any copies thereof. Sections 2, 3, 4, 5, 6, 7, 8, 9, and 11 shall survive termination of the Agreement.

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the United States of America and the state of Maryland, without giving effect to conflicts of law principles thereof. You agree to submit to the personal jurisdiction of the state and federal courts located in Maryland, with respect to any legal proceedings arising out of this agreement and waive any objection to the proprietary or convenience of venue in such courts.