

**Agency-Carrier Technology Agreement
Addendum**

THIS ADDENDUM is made as of _____, 20__ by and between _____ (“Agency”) and _____ (“Carrier”).

WHEREAS, Agency and Carrier have entered into an Agreement or Agreements dated _____, 20__ (hereinafter referred to either singularly or collectively as the “Agreement”);

WHEREAS, Agency and Carrier have entered into a written and/or online Technology Specific Agreement dated _____, 20__, as well as any “click-through” agreement or other terms, conditions or agreements required by Carrier in order for the Agency to access the Carrier databases, Carrier web site or any other information that an agency accesses through electronic means (hereinafter referred to either singularly or collectively as the “Technology Agreement”) which create any obligations upon the agency and/or supplement and/or amend the Agency Agreement(s); and

WHEREAS, Agency and Carrier desire to amend both the Agency Agreement and Technology Agreement as set forth in this Addendum;

NOW THEREFORE, Agency and Carrier agree as follows:

1. The Technology Agreement is hereby amended by adding the following provisions:

Notwithstanding anything contained in this Agreement, the indemnification and hold harmless obligations of the Agency Agreement(s), if any, shall supersede any provisions in this Agreement, or any other Agency-Carrier Technology Agreement(s).

Notwithstanding anything contained in this Agreement, during the term of this Agreement, Carrier will provide Agency with continuing Electronic Access to client data on all policies for which Agency is the agent of record. In the event of one of the situations listed in (a) through (d) below, Carrier will continue to provide Agency with Electronic Access for a minimum of seven (7) years following the occurrence of such event to client data on all policies for which Agency was the agent of record prior to the occurrence of such event. Electronic Access to client data shall be made available at all times in the same manner as Agency has been accustomed before the occurrence of such event. Client data includes, but is not limited to, Policies, Endorsements, Loss Information, and other documents or electronic records containing client specific information. Electronic Access includes, but is not limited to, access to Carrier’s website (“Website Access”). The provisions of this paragraph shall survive termination or expiration of this Agreement.

- a. Expiration or termination of the Agency Agreement or this Agreement;
- b. Loss of Agent of Record status by Agency with the Carrier;
- c. Carrier decision to end its relationship with the policyholder;
- d. Business changes arising out of or relating to Carrier’s merger or acquisition.

With respect to Website Access, Agency's Assigned Administrator and/or Agency's designee(s) will be the only individuals authorized to add or change Agency User Access Codes and/or change Agency Access Passwords. In addition, Agency's Assigned Administrator and/or Agency's designee(s) will be notified before any new access codes are assigned to Agency and/or any changes are made to Agency's access codes or passwords. The provisions of this paragraph shall survive termination or expiration of this Agreement.

It is understood that there will be no restriction on Agency with respect to use of client-specific information obtained from Carrier's Website, provided, however, that Agency shall comply with Carrier's rules with respect to use of proprietary information of Carrier. The provisions of this paragraph shall survive termination or expiration of this Agreement.

It is understood and agreed between the Agency and Carrier that the Agency is relying upon the accuracy of the electronic data provided by the Carrier. Accordingly, the Carrier hereby agrees to indemnify and hold the Agency harmless from any claim that may arise as a result of inaccurate information provided electronically to the Agency by the Carrier.

2. Superseding Effect. Unless stated otherwise herein, the provisions of this addendum supersede any conflicting or contradictory terms of the Technology Agreement.
3. Successors and Assigns. This Addendum is binding upon Agency and Carrier, and their respective Successors and Assigns.
4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, notwithstanding that all the parties shall not have signed the same counterpart.
5. Amendment. This Addendum shall not be altered or amended unless a specified written addendum is signed and agreed to by both parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the ____ day of _____ 20__.

AGENCY _____

CARRIER _____

By _____
Authorized Representative

By _____
Authorized Representative

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____