



Legal Agreement

This Agreement (the "Site Use Agreement") applies to Vendor's use of the Vendor Bulk Billing Program website and/or the Supplement Request website (individually and collectively the "Site"). For purposes herein, Government Employees Insurance Company shall include all affiliates, subsidiaries, and parent companies as may exist from time-to-time ("GEICO" or "Company"). As consideration for Vendor having access to the Site, Vendor hereby agrees to the terms and conditions of this Site Use Agreement.

1. The Site

The Site is a secured on-line information program, which allows Vendor to access certain business information relating to Vendor's business account, as well as other information pertaining to Vendor's relationship with GEICO. To be granted access to the Site, Vendor must accept the terms and conditions of this Site Use Agreement by checking the box labeled "I accept the Terms of Site Use" on the log-in screen of the Vendor Portal ("Vendor's Acceptance"). Vendor's Acceptance or any other form of electronic signature shall be considered an electronic signature under 15 USC §7001, and submitting this Site Use Agreement via this Site or Internet to GEICO is the legal equivalent of submitting an executed document by hand, and the acceptance by Vendor as set forth below manifests Vendor's desire and intent to enter into a binding contract with GEICO under the terms described herein.

2. Site Rights and Restrictions

Subject to the terms and conditions of this Site Use Agreement, Vendor has no ownership rights in the Site, but has a non-transferable license to access the Site for business purposes, and to use, download, and copy Vendor's account information solely to facilitate Vendor's business with the Company. Vendor agrees that the Company may revoke Vendor's access to the Site at any time or modify this Site Use Agreement in its sole discretion.

3. Confidentiality

Vendor acknowledges that the Site contains proprietary and confidential information

of GEICO and Vendor agrees to maintain the confidentiality of the Site. Vendor agrees to communicate the terms and conditions of this Site Use Agreement to those persons employed by Vendor who will have access to the Site, and to require such employees or consultants to be bound by these confidentiality obligations. Vendor agrees to not permit or allow any third party to use or access the Site and not to transmit Vendor's account information to any third party unrelated to the operation of its business without the Company's prior written approval. Vendor further agrees that it shall not use any proprietary or confidential information contained on the Site for any purpose other than to facilitate Vendor's business with the Company. Vendor further agrees not to publish, display, disclose, modify, distribute, or create derivative works based on the Site or any part thereof other than in the regular course of business with the Company. Vendor further agrees not to reverse engineer, decompile, translate, adapt, or disassemble the Site or any part of the Site. Vendor further agrees not to remove any of the Company's proprietary notices or information from the Site.

4. Vendor Information

Vendor agrees to provide current and accurate information to the Company for the Site, and that the Vendor will utilize the Site to promptly revise any out-of-date or inaccurate information. Vendor's failure to do so may result in the denial of future access to the Site. Vendor further acknowledges that its failure to enter accurate information via the Site could result in delay, misrouting, or failure of payment for Vendor's services. Vendor releases and shall hold GEICO harmless from all liability resulting from such delay, misrouting, or failure.

5. No Warranty

Vendor acknowledges that the Site is provided for Vendor's convenience only. Vendor's use of the Site is provided on an "as is" and "as available" basis. To the full extent permitted under applicable law, GEICO disclaims all warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement. GEICO does not warrant that the site will meet any requirements or needs Vendor may have, or that the Site will operate error free or in an uninterrupted fashion. GEICO further does not warrant that any defects or errors in the site will be corrected.

6. Limitation of Liability and Indemnity

In no event will GEICO be liable to Vendor or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, lost profits, business interruption, misuse of password(s) by any third party, employee, or former employee, or loss of business information) arising out of the use or inability to use the Site or any changes Vendor makes to Vendor's account information, or any claim by any other party, even if the

Company has been advised of the possibility of such damages. Vendor agrees to indemnify, defend and hold harmless GEICO, its subsidiaries and affiliates, and each of its and their officers, directors, employees and agents, from and against all claims, demands, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of related to Vendor's improper access to or use of the Site, or any violation by Vendor of the terms set forth in this Site Use Agreement.

7. Direction to Pay

Vendor acknowledges that they are solely responsible for securing a signed Direction to Pay from the owner of the vehicle to be repaired. The signed Direction to Pay must be maintained and available for inspection by GEICO. Vendor agrees to indemnify, defend and hold harmless GEICO, its subsidiaries and affiliates, and each of its and their officers, directors, employees and agents, from and against all claims, demands, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of related to Vendor's failure to secure and maintain the Direction to Pay.

8. Supplement Request

Vendor acknowledges that Vendor's submission of a Supplement Request via the Site does not create a binding contract with GEICO to pay the Supplement Request. Any Supplement Request is subject to GEICO's review and approval. Upon review of the Supplement Request, GEICO may either accept or deny the Supplement Request.

9. Termination

This Site Use Agreement will immediately and automatically terminate without notice if Vendor fails to comply with any term or condition or if Vendor's account is terminated, or for any other reason at Company's sole discretion. Upon such termination, Vendor's password will no longer be valid and Vendor shall no longer have the right to use or access the Site. All provisions relating to confidentiality, ownership rights, and non-disclosure shall survive the termination of this Site Use Agreement.

10. Dispute Resolution; Choice of Law and Forum

This Site Use Agreement shall be construed and governed in accordance with the laws of the State of Maryland, without regard to conflict of laws principles. However, The Maryland Uniform Computer Information Transaction Act (UCITA) will not govern any aspect of this agreement or any license granted hereunder, and instead the laws of Maryland as it existed prior to the enactment of UCITA will govern. The parties agree that a court of competent jurisdiction located in Montgomery County, Maryland shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties arising out of or related to this Site Use Agreement. The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each party hereby waives any objection that it may have based upon

lack of personal jurisdiction, improper venue or forum non-conveniens. IN ANY SUCH PROCEEDINGS, EACH OF THE PARTIES HEREBY KNOWINGLY AND WILLINGLY WAIVES AND SURRENDERS SUCH PARTY'S RIGHT TO TRIAL BY JURY AND AGREES THAT SUCH LITIGATION SHALL BE TRIED TO A JUDGE SITTING ALONE AS THE TRIER OF BOTH FACT AND LAW, IN A BENCH TRIAL, WITHOUT A JURY.

11. Attorneys Fees

In the event of any litigation between the parties hereto with respect to this Site Use Agreement, the prevailing party (the party entitled to recover costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorney's fees, including fees incurred at the appellate level, in addition to such other relief as the court may award.

12. Entire Agreement

This Site Use Agreement, together with all exhibits, schedules, and attachments hereto as applicable, and any amendment thereto constitutes the entire agreement between the parties with respect to the subject matter hereof. GEICO may modify this Site Use Agreement at any time without notice to Vendor and any such modification shall be binding upon Vendor. If any part of this Site Use Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Site Use Agreement shall be interpreted so as to reasonably effect the intention of the parties.

Do you accept the above legal agreement?

NO

YES

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