



AFFILIATE AGREEMENT

Effective Date: _____

Customer/Authorized Entity Legal Name: _____

ORDER AND SCHEDULE OF SPECIFIC TERMS

This Order and Schedule of Specific Terms (this "Order") is provided in connection with and by this reference hereby expressly incorporates the IMT Master Terms & Conditions for License and Services (the "Master Terms & Conditions"). All amounts stated are in United States Dollars and are exclusive of applicable taxes and expenses. Any conflict between the Master Terms & Conditions and this Order with respect to amounts or timing of payments or the grant of license rights and any related restrictions or conditions of license shall be resolved in favor of this Order; any other conflicts are to be resolved in favor of the Master Terms & Conditions. Any capitalized terms used but not defined in this Order (other than those used solely for grammatical purposes) shall have the meaning ascribed to them in the Master Terms & Conditions.

FEES, ROYALTIES, COMMISSIONS AND PAYMENT TERMS

Referral Fee Paid to Customer. For each Site Visitor who: (a) visits the IMT Site from the Authorized Customer Site (as each of those terms is defined below); and (b) reaches the "verify" page on that site, IMT shall pay to Customer a Referral Fee of TEN DOLLARS (\$10) whether or not such Site Visitor purchases a plan from IMT. Such Referral Fees shall be paid to the Customer in the month following the date of the transaction giving rise to such Referral Fees. Customer acknowledges and agrees that IMT's records will be used to determine whether a plan was purchased and for the calculation of all Referral Fees hereunder.

LICENSE TERM

Unless earlier terminated pursuant to the Master Agreement, the License shall commence on the Order Effective Date and expire on the first (1st) anniversary thereof (the "Initial Term"). Following expiration of the Initial Term, the License shall automatically renew on the anniversary of the Order Effective Date for a renewal term of one (1) anniversary year and such automatic renewal shall recur on each subsequent anniversary of the Order Effective Date for up to five (5) additional, successive renewal terms (each a "Renewal Term"; the Initial Term and all Renewal Terms collectively, the "License Term") unless one party provides the other party with written notice of its intent not to renew no later than ninety (90) calendar days prior to expiration of the Initial Term or then-current Renewal Term, as applicable.

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HYPERTEXT LINK

A hypertext link will be provided from the Authorized Customer Site (as defined below) to the IMT Site allowing Site Visitors to link to a portion of the IMT Site and may bear the logo of the Customer/ Authorized Entity provided to IMT for such purpose. The transition from the Authorized Customer Site to the IMT Site will be known to Site Visitors (e.g., they will know they are leaving the Authorized Customer Site). If this option is elected, Customer hereby grants IMT all license rights to the logos, names and trademarks of Customer/Authorized Entity necessary for IMT to provide the Authorized Customer Site which license shall terminate and materials be returned by IMT when this Order terminates or expires.

GRANT OF LICENSE RIGHTS

Subject to the terms and conditions of the Agreement (as formed by this Order and the Master Terms & Conditions), including without limitation, payment of the fees described herein, IMT hereby grants to Authorized Entity, during the License Term, a revocable, non-exclusive, non-transferable, non-sublicenseable, non-assignable (except as provided in the Master Terms & Conditions) right to: (a) hypertext link from the Authorized Customer Site through the IMT Site to the insurance plans located on the IMT Site; (b) access, display on, and view from, the IMT Site the plans referenced in the immediately preceding clause for the purpose of reviewing such plans and, if desired, purchasing insurance policies under them; and (c) to have IMT use the IMT Solutions from IMT's locations to process on Customer's behalf, any policies purchased by Policy Holders from the applicable insurance carrier. As used in this Order the term: (i) "IMT Site" shall mean the Internet web site designated by IMT from time to time which, as of the Order Effective Date, is located at www.InsureMyTrip.com, (ii) "Authorized Customer Site" shall mean the Internet site of Customer located at the URL listed in the next Section of this Order; (iii) "Policy Holders" shall mean actual and prospective third party customers of Customer (or the specified Authorized Entity, as applicable) who hold or intend to purchase, insurance policies offered by carriers for whom Customer (or the specified Authorized Entity, as applicable) acts as an authorized agent.

CONDITIONS, RESTRICTIONS AND USAGE METRICS

General Conditions As an express condition of the License granted under this Order, Customer and each Authorized Entity are at all times prohibited from (a) reverse engineering, decompiling or otherwise attempting to create human readable materials from the object code of the IMT Solutions and/or the IMT Site; (b) allowing use of the IMT Solutions and/or the IMT Site for any purpose not expressly permitted herein; (c) sublicensing or otherwise using or exploiting the IMT Solutions and/or the IMT Site to provide business process outsourcing, service bureau, ASP or any other similar or related technology services to any individual or entity; (d) removing proprietary rights notices, asset tags, brand labels or marks placed on the IMT Solutions or any Third Party Materials; and (e) exporting the IMT Solutions or Third Party Materials in violation of any U.S. export law or regulation. If Customer is required to provide any regulatory body with use or access to the IMT Solutions or Third Party Materials then such use and access shall be subject to this Section and the confidentiality obligations of Customer and all items so provided or accessed shall bear the legend Restricted Rights and/or Commercial Item (as applicable) in addition to all other notices. Customer shall be responsible for all acts and omissions of each Authorized Entity and Site Visitor. Neither Customer nor Authorized Entity are exclusive licensees of the IMT Solutions and IMT is in no way restricted from granting the same or similar rights to third parties without the requirement of notice or duty to account to Customer or Authorized Entity.

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Non-Licensed Entities/Insurance Laws The parties' intent in entering into this Order is merely to allow Customer/Authorized Entity to refer potential customers to the IMT Site. Article 2101 of the New York Insurance law and other applicable state statutes and regulations (the "Insurance Laws") prohibits unlicensed persons from engaging in activities which constitute the solicitation of insurance. In addition to such indemnities as are contained in the Master Terms & Conditions, Customer shall indemnify, defend and hold IMT harmless from any claim arising from Customer or any Authorized Entities actual or alleged breach of the Insurance Laws.

Authorized Customer Site <http://your-web-site.com>

MASTER TERMS AND CONDITIONS FOR LICENSE AND SERVICES

THESE IMT MASTER TERMS AND CONDITIONS FOR LICENSE AND SERVICES (THESE "MASTER TERMS & CONDITIONS") ARE ENTERED INTO AS OF THE MASTER EFFECTIVE DATE INDICATED ABOVE (THE "MASTER EFFECTIVE DATE") BY IMT SERVICES CORPORATION, A RHODE ISLAND CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 100 COMMERCE DRIVE, WARWICK, RHODE ISLAND 02886 ("IMT") AND THE ENTITY IDENTIFIED BY NAME, CORPORATE DOMICILE AND PRINCIPAL ADDRESS ON THE SIGNATURE PAGE OF THESE MASTER TERMS & CONDITIONS ("CUSTOMER"). ALL CAPITALIZED TERMS USED IN THESE MASTER TERMS & CONDITIONS (OTHER THAN THOSE GRAMMATICALLY REQUIRED TO BE CAPITALIZED) SHALL HAVE IN BOTH THEIR SINGULAR AND PLURAL FORMS THE MEANINGS ASCRIBED TO THEM IN THE SECTION IN WHICH THEY FIRST APPEAR AS INDICATED BY BOLD TYPE.

1. The IMT Solutions and Services. IMT is the developer and licensor of proprietary information technology tools, data and content for the insurance industry which are delivered to authorized subscriber/licensees via the Internet as either stand-alone solutions or as private labeled or cobranded solutions (collectively, the "IMT Solutions"). IMT publishes in print and/or electronic media certain technical and user documentation describing the use and operation of the IMT Solutions (the "Documentation"). IMT also provides certain services related to the IMT Solutions (the "Services").

2. Orders; Specific Terms. As of the Master Effective Date, Customer desires to purchase from IMT license rights to or Services regarding one or more IMT Solutions and may from time to time thereafter desire to purchase additional license rights and services regarding the same or different IMT Solutions. The purpose of these Master Terms & Conditions is to provide the legally binding framework for the general relationship between the parties. The grant of specific license rights to IMT Solutions (each a "License") and the provision of Services shall require that the parties enter into a mutually agreed order and schedule of specific terms setting forth the detailed definitive agreement regarding the License and/or Services being ordered (each order and schedule of specific terms is referred to as, an "Order"). The licensee under each Order may be either Customer or one or more of Customer's parent, subsidiary or affiliated entities; provided, however, that the rights granted under each License shall be strictly limited to the legal entity specifically named in each Order (the "Authorized Entities"). No License is nor shall it be deemed to be an enterprise-wide license applicable to Customer and all of its parent, subsidiary or affiliated entities unless the Order expressly so states. Each License also may be subject to additional conditions or restrictions on use including, without limitation, metrics for defining the scope of Customer or its Authorized Entities authorized use. All such conditions, restrictions and metrics shall be set forth on the applicable Order.

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3. Formation of Agreement. Each Order shall be sequentially numbered (i.e., the first Order 1, the second Order 2) and attached to these Master Terms & Conditions. When mutually agreed and signed by representatives of each party authorized to contractually bind them, each Order shall be and hereby is deemed to incorporate these Master Terms & Conditions and when taken together, these Master Terms & Conditions (as they may be permissibly amended or supplemented by an Order) and each individual, fully executed Order each form a separate contract between IMT and Customer. Each such separate contract is referred to individually in these Master Terms & Conditions and all related documents as an "Agreement".

4. IMT's Ownership. As between IMT, Customer and each Authorized Entity, IMT retains exclusively all intellectual property rights (including patents, trademarks and copyrights), proprietary rights (including trade secrets) and moral rights (including, rights of attribution and authorship) throughout the world in and to the IMT Solutions and all of their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) including, without limitation, all materials that result from IMT's performance of the Services. No right, title or interest is granted or otherwise transferred to Customer or any Authorized Entity except for the license rights expressly granted under an Order.

5. Third Party Materials. Use of the IMT Solutions may require that Customer use hardware and equipment owned by or leased from third parties (collectively, the "Equipment"). The IMT Solutions also may have embedded in or bundled or linked with them text or graphical content, including data and brand or entity names (the "Third Party Content") and/or software applications owned by third parties (the "Third Party Software"; the Equipment, Third Party Content and Third Party Software are referred to collectively as, the "Third Party Materials"). Unless otherwise expressly stated in an Order, Third Party Materials shall be obtained by Customer directly from its original third party manufacturer, lessor or licensor. As such, IMT has no liability or responsibility whatsoever for any Third Party Materials unless purchased, leased or licensed directly from IMT under written agreement. Unless otherwise stated in an Order, IMT shall and does hereby pass through any warranty, support and other rights regarding Third Party Materials required to be passed-through.

6. Fees, Taxes & Payments. The fees, royalties and commissions for all Licenses and Services and, if any, the fees for Equipment and Third Party Software together with the schedules for payment of all of them, are set forth in each applicable Order. In addition to such fees, Customer shall pay all taxes, however and by whatever authority levied as a result of this Agreement (except for taxes on the income of IMT) as well as all reasonably documented expenses actually incurred in the course of IMT's performance hereunder.

7. Term & Termination. The duration of Customers rights under each individual License shall be the "License Term" specified in each Order. Unless earlier terminated, the duration of Customers right to purchase Licenses and Services under these Master Terms & Conditions shall continue for the longer of (a) two (2) years; and (b) for so long as there is an Order continuously in effect without dispute (the "Term"). If either party materially breaches any obligation hereunder or, in the case of Customer, its scope of authorized use under a License, the non-breaching party may provide a written notice specifying the nature of the breach. The breaching party shall have fifteen (15) business days from receipt of such notice to cure the breach. If the breach is not cured within such period, the non-breaching party may terminate this Agreement by providing a second written notice of immediate termination. Any attempt to liquidate operations or seek or obtain protection from creditors shall be a material breach subject to the foregoing provisions. In addition, IMT shall have the right to terminate any Services at any time for any reason or no reason upon sixty (60) calendar days prior written notice to Customer subject to refund of any pre-paid fees therefor. If these Master Terms & Conditions are terminated by either party or expire pursuant to their terms, then all Confidential Information of each party (as defined below) shall be returned to the Disclosing Party (as defined

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below). Sections 4, 6, and 7 the confidentiality obligations under Section 8, Sections 11, 12, and 14 those portion of Section 15 which by their nature should survive, each shall survive the termination or expiration of this Agreement for any reason.

8. Confidentiality. The terms and conditions of Sections 2, 3, 4, 5 and 6, and those portions of Section 8 stating the duration of each party's confidentiality obligations of IMT's standard form of Mutual Nondisclosure Agreement Revision 03VI04 (the "Mutual NDA"), are, whether or not executed by the parties, hereby incorporated into these Master Terms & Conditions by this reference and shall govern the parties obligations of non-disclosure and non-use of Confidential Information as that term is defined in the Mutual NDA.

9. Warranties and Conditions. 1. Warranties. IMT warrants to Customer that: (a) the IMT Solutions shall operate and be available as described in their applicable Documentation; and (b) the Services shall be performed in accordance with applicable industry standards. IMT does not warrant that the IMT Solutions meet Customer's requirements, operate without interruption or are error free. Customers sole remedy and IMT's only liability with for breach of a warranty contained in Section shall be, with respect to the IMT Solutions, to repair or replace the IMT Solution to bring it into compliance with its applicable warranty, and, with respect to any professional Services performed as part of the Services, to re-perform the professional services to bring them in compliance with the applicable warranty; provided, however, that Customer shall give notice to IMT within one (1) business day after discovering any warranty breach and during normal business hours. In addition, IMT warrants to Customer that as of the date and in the form delivered hereunder and when used in the manner authorized by each License and as described in the applicable Documentation, neither the object code nor the source code contained in the IMT Solutions shall infringe or violate, under the laws of any Berne Convention signatory-nation, either the copyright rights, trademark rights or trade secret rights of any third party or the rights of any third party under any United States patent issued as of the Master Effective Date (the "Non-Infringement Warranty"). 2. Conditions of Warranty. IMT shall not be responsible in any manner under the warranties described in this Section for actual or alleged breaches thereof arising out of: (a) causes external to the IMT Solutions including Third Party Materials, telecommunications, or data lines or the networks of Customer; (b) Customer's use of the Solutions in a manner, or on or with Third Party Materials that do not conform to IMT's specifications and/or any infringement that reasonably could have been avoided by use of commercially available substitute Third Party Materials; (c) any defect, infringement or non-conformity not reported by Customer in accordance with these Master Terms & Conditions; and (d) any modifications to the IMT Solution made by any party other than IMT or Customer acting at IMT's express direction. In addition, the Non-Infringement Warranty shall not apply to the claimed infringement of any right in which Customer or any subsidiary or affiliate of Customer has any ownership or interest (by license or otherwise) independent of their relationship hereunder.

10. Injunctive Relief & Indemnities. The non-breaching party shall be entitled to seek injunctive relief for any breach or threatened breach of any License and/or Section of these Master Terms & Conditions. The breaching party shall indemnify, defend and hold the non-breaching party harmless from any expense, liability or damage arising out of breach of such License and/or Section. Subject to the provisions of this Section, IMT shall, at its own cost and expense, defend Customer against any suits, claims, actions or proceedings arising out of IMT's breach of the Non-Infringement Warranty. In addition, IMT shall indemnify and hold Customer harmless from any amounts Customer is ordered to pay to third parties as a result of any finding of breach of the Non-Infringement Warranty. All indemnities and related obligations under this Section are subject, to the Indemnified Parties (as defined below) compliance with the conditions set forth in this Section. If IMT is found to have breached the Non-Infringement Warranty, or if at any time IMT reasonably believes that the IMT Solutions may be subject to a claim that would constitute breach of the Non-Infringement Warranty, then IMT shall have the further obligation to: (a) modify the applicable portions of the

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IMT Solution to be non-infringing without material alteration to its material functions; or (b) obtain for Customer a license to continue using the infringing portions of the IMT Solution without material change in its critical functionality. If each of the foregoing fail to cure the alleged or prospective infringement after a reasonable number of attempts by IMT, IMT shall refund to Customer that portion of the License fees attributable to the infringing portion or component of the IMT Solution and as have been actually paid by Customer and after accounting for depreciation on a straight-line basis over a period of seventy-two (72) months commencing on the Master Effective Date. Upon the assertion of any claim or the commencement of any suit or proceeding against one party (the "Indemnified Party") by any third party that may give rise to an indemnification obligation or other liability of the other, indemnifying party under this Section (the "Indemnifying Party"), the Indemnified Party shall promptly notify the Indemnifying Party of the existence of such claim and shall give the Indemnifying Party the option, determined in the Indemnifying Parties sole reasonable discretion, of defending and/or negotiating settlement of the claim or suit with counsel of its own selection in accordance with this Section. The Indemnified Party shall provide, at the Indemnifying Parties cost, all reasonable cooperation requested by the Indemnifying Party in connection with such claim and its defense or settlement. This Section sets forth Customers sole remedy and Indemnifying Parties entire liability with respect to breach or alleged breach of the Non-Infringement Warranty.

11. Disclaimers. 1. Generally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IMT EXPRESSLY DISCLAIMS ALL WARRANTIES (INCLUDING IMPLIED AND STATUTORY WARRANTIES) OTHER THAN THOSE EXPRESSLY PROVIDED IN SECTION 9 ABOVE, AND FURTHER, BECAUSE IMT IS NOT THE ORIGINAL MANUFACTURER OF THE THIRD PARTY MATERIALS, THE EQUIPMENT AND THIRD PARTY SOFTWARE AND ALL NETWORKING AND TELECOMMUNICATIONS INFRASTRUCTURE IS THE SOLE RESPONSIBILITY OF CUSTOMER. IMT DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, MAINTENANCE OR PERFORMANCE OF THE EQUIPMENT AND/OR THIRD PARTY SOFTWARE. CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING LICENSES AND AUTHORITY (INCLUDING ALL INSURANCE LICENSES) TO DO BUSINESS IN ALL APPLICABLE JURISDICTIONS 2. Third Party Content. Third Party Content is made available under each Agreement in the discretion of its third party owner or licensor and is subject to change or modification at any time. Similarly, IMT reserves the right to modify the IMT Solutions at any time if IMT reasonably believes such modification is necessary to comply with the requirements of such owner or licensor. Such modifications may typically include, but are in no way limited to, the removal of the corporate name of a specific third party insurance carrier in connection with the presentation of rate quote information and the substitution of a generic name such as "Company 1" in such presentation. Customer shall promptly comply with all reasonable requests for cooperation from IMT in connection with required modifications to Third Party Content under this Section. All Third Party Content is provided under each Agreement "AS IS". IMT does not provide, and expressly disclaims all warranties AND INDEMNITIES, express or implied, and all obligations or liabilities arising out of or in connection with the THIRD PARTY CONTENT.

12. Limitation of Liability. EACH PARTIES AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH ALL AGREEMENTS, THE IMT SOLUTIONS AND ALL SERVICES PERFORMED SHALL BE LIMITED TO DIRECT DAMAGES AND CAPPED, EXCEPT FOR A PARTIES OBLIGATIONS UNDER SECTION 10 AND/OR EITHER PARTIES BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, AT THE AMOUNT EQUIVALENT TO THE FEES ACTUALLY RECEIVED BY IMT FROM CUSTOMER UNDER THE SCHEDULE OUT OF WHICH THE EVENT CAUSING LIABILITY ARISES. The limitations and exclusions set

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forth in this Section apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the party has advised or has been advised of the possibility of such claim. All claims and causes of action brought by a party hereunder shall be brought by the party claiming to have been harmed within ninety (90) calendar days of the termination or expiration hereof or within six (6) months of the date the harm is actually discovered, whichever occurs first. EXCEPT FOR BREACH OF A PARTIES CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.

13. Assignment. Neither party may assign these Master Terms & Conditions, any Agreement or a License without the prior written consent of the other party. Notwithstanding the foregoing, either party shall have the right to assign without such consent: (a) to any affiliated, subsidiary or parent entity; (b) in connection with the sale or other transfer of all or substantially all of its assets or capital stock; and/or (c) to the surviving or resulting entity in any merger or consolidation; provided, however, that, in the case of any permitted assignment by Customer, Customer shall provide IMT with written notice of assignment within thirty (30) calendar days of having made such permitted assignment and provided further that such otherwise permitted assignment shall be deemed prohibited and ineffective if, upon receipt of such notice, IMT reasonably determines that the intended assignee: (i) is an IMT competitor; (ii) is an entity that has failed, is unable or unwilling to protect the confidentiality of IMT's Confidential Information; (iii) does not possess sufficient resources (financial or otherwise) to perform Customer's obligations; (iv) is an existing licensee of IMT; and/or (v) refuses, within a reasonable period after request by IMT, to sign an amended or novated agreement with IMT assuming all of the obligations of Customer and to pay any additional, required, commercially reasonable license fees.

14. No Hiring. Neither party shall, without the express written consent of the other party in each instance, during the Master Term and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee or independent consultant of the other party with whom such party had contact pursuant to a Professional Services Agreement.

15. Miscellaneous. These Master Terms & Conditions and each Agreement are the complete agreement of the parties with respect to their subject matter and supersede all prior discussions and negotiations and any earlier proposals all whether verbal or written. These Master Terms & Conditions and each Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of laws and all claims and actions related hereto shall be brought in the appropriate state or federal court located in Kent County, State of Rhode Island. Neither party shall be responsible for any failure in its performance caused by events or conditions beyond its reasonable control. All notices, including notices of address changes, given by either party shall be sent by certified mail or by reputable overnight commercial delivery to the invoicing address specified by Customer in the initial paragraph of this Agreement. Notices to Customer shall be sent to the address specified on the applicable Order. If any provision of these Master Terms & Conditions or any Agreement is held unenforceable the enforceability of the remaining provisions shall not be affected. Waiver by either party of any breach shall not constitute waiver of any other breach. The headings in these Master Terms & Conditions and each Agreement are used for convenience of reference only. These Master Terms & Conditions and each Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Neither these Master Terms & Conditions nor any Agreement hereunder shall be amended except in a writing signed by both parties.

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END OF MASTER TERMS AND CONDITIONS FOR LICENSE AND SERVICES.

I agree to be bound by the terms of the Affiliate Agreement and Master Terms & Conditions

ACCEPTED & AGREED:

IMT SERVICES CORPORATION, 100 Commerce Drive, Warwick RI 02886

Customer/Authorized Entity Legal Name _____

Legal Address: _____

Mailing Address (if different): _____

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