

This Electronic Services Agreement (ESA) provides important information about the terms and conditions that govern your use of AMP's Electronic Services.

Scope

This Electronic Services Agreement ("Agreement") between you and AMP states the terms and conditions that govern your use of AMP's Electronic Services. The term "Electronic Services" includes all of AMP's computer, telephony, facsimile, e-mail or wireless services or systems. This includes services and information accessible through AMP, or service providers used by AMP, including, but not limited to:

- AMP's proprietary software.
- AMP's website.
- AMP's computers and networks that are accessible externally.
- AMP's wireless services.
- Any other computer, telephony or wireless services or information system AMP provides to you, including successor systems.

AMP's Electronic Services allow you to access, transmit and receive certain documents and information related to AMP's service to our clients.

AMP will not be responsible for any service difficulties resulting from your failure to possess adequate technology to use AMP's Electronic Services to your satisfaction.

Your Agreement

By using AMP's Electronic Services, you agree to comply with the terms and conditions of this Agreement. AMP has the right to modify or terminate this Agreement in any way at any time. We will publish any modifications to our web site. You further agree to abide by any rules, procedures, standards, requirements or other conditions we may establish in connection with the use of our Electronic Services or any other electronic communications services made available by AMP.

Access, Passwords and Security

You will be responsible for the strict confidentiality and use of your ID(s) and password(s) and those of any subordinate users that you may be authorized to initiate (if any) on behalf of your organization.

You agree to immediately notify AMP if you become aware of:

- Any loss or theft of ID(s), password(s) or
- Any unauthorized use of any of your ID(s), password(s) and/or of the electronic services or information or
- Any failure or error in the systems, reports or other information that AMP may provide.

Data Transmission

You acknowledge that data, including e-mail, electronic communications and confidential data, may be accessed by unauthorized third parties when communicated between you and AMP, Internet Service Providers, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by AMP. Until notified otherwise by AMP, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by AMP and follow AMP's logon procedures for Electronic Services that support such protocols. You acknowledge that AMP is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

Use of Software or Devices

With the exception of applications commonly known as web-browser software, or other applications formally approved by AMP in writing, you agree not to use any software, program, application or any other device to access or log on to AMP's computer systems, website or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any content, information to or from AMP's computer systems, website or proprietary software.

Use of Proprietary Information

Reports and other information provided is the property of AMP, or a specific client or organization and is protected by applicable copyright law. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of AMP, the content owner or other person with the authority to give such consent. You agree that you will not use the information for any unlawful purpose. You further agree to comply with all reasonable written requests from AMP intended to protect the information.

Electronic Communications

The Electronic Services you access by computer provide you with the capability to send electronic communications, such as e-mail, directly to AMP and interact within applicable areas of the Electronic Services. You agree to the following terms with respect to your use of electronic communications through the Electronic Services:

- AMP shall be entitled, but is not obligated, to review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with this Agreement and the security of the Electronic Services.
- You will not use any electronic communication feature of the Electronic Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. You will not use the Electronic Services to solicit AMP customers or others or participate in the solicitation of AMP customers or others for any purpose.
- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not in any way express or imply that the opinions in your electronic communications are endorsed by AMP without the prior written consent of AMP.
- If you use the Electronic Services that you access by computer, you agree to provide AMP with your e-mail address, promptly provide AMP with any changes to your e-mail address and accept electronic communications from AMP at the e-mail address you specify.

Termination of Electronic Services

AMP reserves the right to terminate your access to its Electronic Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever. AMP may terminate your access to its Electronic Services for reasons including, but not limited to, the unauthorized use of your access information or breach of this Agreement.

Disclaimer of Warranties

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING RESEARCH REPORTS OR ANY ASPECT OF AMP'S ELECTRONIC SERVICES.

Indemnification

You agree to defend, indemnify and hold AMP, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability costs and expenses (including, but not limited to, attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including, but not limited to, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

Governing Law

This Agreement, and all future agreements you shall enter into with AMP, unless otherwise indicated on such other agreement, shall be governed by the law (but not the choice of law doctrines) of the state of Kansas. This is the case regardless of whether you reside or transact business with AMP in Kansas or elsewhere.