

## PRINCIPAL USER AGREEMENT

WHEREAS, Zenith Insurance Company (“Zenith”) offers internet based services through TheZenith.com® (the “Website”) which will provide you, its insured (the “Principal”), and individuals authorized by Principal (“Authorized Users”), with restricted access to certain non-privileged information relating to your insurance policy account(s) through the Website’s policy inquiry features (“Policy Inquiry); and

WHEREAS, Zenith and the Principal (the “Parties”) desire to enter into this Principal User Agreement (this “Agreement”) to establish the rights and obligations of the Parties hereto.

NOW, THEREFORE, the Parties do hereby agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to define the obligations between the Principal and Zenith concerning (i) Zenith’s provision of certain information to the Principal over the Website and Policy Inquiry and (ii) the Principal’s non-disclosure and non-use of Zenith’s Proprietary Information (as such term is defined hereinafter).

### 2. INSURANCE POLICY AGREEMENT

Zenith or an Affiliate has issued an insurance policy to Principal and Principal agrees to continue to abide by all terms and conditions of the applicable insurance policy agreement currently in effect.

### 3. DEFINITIONS

a) “Affiliate” means any entity, which controls, is controlled by, or is under common control with Zenith.

b) “Confidential Information” means any and all proprietary information of Zenith or its Affiliates, which does not constitute a Trade Secret. Confidential Information also includes information (other than Trade Secrets) which has been disclosed to Zenith or its Affiliates by a third party and which Zenith or its Affiliates is obligated to treat as confidential.

c) “Proprietary Information” means collectively the Confidential Information and Trade Secrets. Proprietary Information also includes information, which has been disclosed to Zenith or its Affiliates, by a third party, which Zenith or its Affiliates are obligated to treat as confidential. Notwithstanding the foregoing, Proprietary Information does not include any information which:

- (i) is in the public domain through no fault of the Principal; or
- (ii) without a breach of duty owed to Zenith is in the possession of the Principal at the time of disclosure; or
- (iii) is received from a third party who is not affiliated or associated with or employed by Zenith and who, in making such disclosure, is not, to the knowledge of the Principal, violating any confidentiality to Zenith.

d) “Trade Secrets” means information related to Zenith or its Affiliates (i) which derives economic value, actual or potential, from not being generally known to and not readily ascertainable by proper means by other persons who can obtain economic value from its

disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Assuming the foregoing criteria are met, Trade Secrets includes, but is not limited to, technical and non-technical data related to the formulas, patterns, compilations, programs, devices, methods, techniques and processes of Zenith and its Affiliates. Trade Secrets also includes information which has been disclosed to Zenith or its Affiliates by a third party and which Zenith or its Affiliates is obligated to treat as confidential.

#### **4. PROPRIETARY INFORMATION**

All Proprietary Information and all physical and electronic embodiments thereof received by the Principal through the Website or Policy Inquiry are confidential to and are and will remain the sole and exclusive property of Zenith. The Principal agrees and covenants that it shall use such Proprietary Information only in connection with reviewing its own insurance accounts(s) with Zenith and for no other purpose, and will hold such Proprietary Information in trust and strictest confidence, and will not use (except to review its own account(s)), reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof, and the Principal may in no event take any action causing, or fail to take any action necessary in order to prevent, any Proprietary Information disclosed to the Principal to lose its confidential or proprietary character or cease to qualify as Proprietary Information. In the event of termination of this Agreement, Principal agrees to destroy or permanently erase all Proprietary Information of Zenith in Principal's possession (both physical and electronic).

#### **5. TERMINATION**

Zenith reserves the right to terminate this Agreement at any time by giving Principal ten days' prior written notice.

#### **6. PROTECTION OF PRINCIPAL'S COMPUTER SYSTEM**

In no event shall Zenith be responsible for any damage, interruption or other malfunction of the Principal's computer system arising from the Principal's use of the Website or Policy Inquiry. Zenith has advised the Principal to take reasonable steps to protect its computer systems from viruses or other data that may be transmitted over the Internet.

#### **7. ZENITH'S RESPONSIBILITY FOR MAINTAINING SECURITY**

Policy Inquiry is protected with three levels of security:

a) When you access Policy Inquiry through the Website you must authenticate yourself with a valid password and user name, which will be set up for you by Zenith personnel after you complete a registration process.

b) To access the Website and Policy Inquiry you must use a browser that supports SSL (Secure Socket Layer). This type of browser enables you to communicate across the Internet utilizing encryption technology. Encryption allows secure transmission of information across a public network by scrambling the information being sent using a code known only to your web browser and the Website's web server.

c) Additionally, security is built into the database so that you can only view data records related to your account(s). Each data query checks to see that the information you requested is yours.

d) The foregoing notwithstanding, Zenith does not guarantee the security of the data or data transmission and the Principal releases Zenith from any and all liability arising from a breach of data security, except when such breach occurs due to Zenith's gross negligence or misconduct.

#### **8. PRINCIPAL'S RESPONSIBILITY FOR MAINTAINING SECURITY**

In no event shall Zenith be responsible for password maintenance at the Principal's location. Policy Inquiry will prompt the Principal to change his or her password from time to time; however, it is the Principal's responsibility to make this change in order to ensure the security of Principal's account information. Additionally, it is the Principal's responsibility to manage who has access to user names, identification and password information.

You shall be responsible for and shall immediately take steps to instruct Zenith to deactivate any user name/ID and/or password: (i) upon termination of your employment or service with Insured or that of an Authorized User; (ii) if you are no longer a resident of the United States; (iii) if you or an Authorized User are no longer authorized to access Policy Inquiry; (iv) whenever your (or an Authorized User's) user name/ID and password is used by an unauthorized person; or (v) whenever your (or and Authorized User's) user name/ID or password is lost or stolen. You shall promptly report to Company any actual or suspected unauthorized access, use or disclosure of policy account information accessed or displayed through use of the Website or Policy Inquiry.

You agree to defend and indemnify Zenith, its officers, directors, shareholders, employees, Affiliates and agents, and keep and hold each of them at all times harmless against any liability, loss, claim, penalty or damage (including without limitation all attorneys' fees) arising from (a) any unauthorized use of the Website by you or Authorized Users, (b) any use of the Policy Inquiry Features under a user name/ID issued to you hereunder or an Authorized User, and (c) any breach of your representations, warranties, promises or obligations stated herein.

#### **9. REMEDIES**

The Principal agrees that the covenant contained in Section 4 of this Agreement is of the essence in this Agreement; that the covenant is reasonable and necessary to protect and preserve the interests and properties of Zenith and the business of Zenith; and that irreparable loss and damage will be suffered by Zenith should the Principal breach such covenant. Therefore, the Principal agrees and consents that, in addition to all the remedies provided at law or in equity, Zenith shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenant. The existence of any claim, demand, action or cause of action of the Principal against Zenith shall not constitute a defense to the enforcement by Zenith of any of the covenants or agreements herein.

#### **10. WAIVER**

The waiver by Zenith of any breach of this Agreement by the Principal shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same or another breach on a subsequent occasion.

#### **11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of law principles.

## **12. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties on the subject matter herein. No amendment or modification of this Agreement shall be valid or binding upon Zenith or the Principal unless made in writing and signed by the Parties hereto. All prior understandings and agreements relating to the subject matter of this Agreement are hereby expressly terminated.

**THIS USER AGREEMENT, AS A CONDITION OF THE PRINCIPAL'S USE OF POLICY INQUIRY, IMPOSES UPON THE PRINCIPAL CERTAIN RESTRICTIONS WITH RESPECT TO CONFIDENTIALITY OF PROPRIETARY INFORMATION BELONGING TO ZENITH. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING THE REGISTRATION FORM.**



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