

ARAG Attorney Agreement



Legal Insurance

The ARAG Attorney Agreement (“Agreement”) is between ARAG North America Incorporated (“ARAG”) and the applicant Attorney (“Network Attorney”).

1. Definitions as used in this Agreement and its addenda:
 - a. “ARAG Fee Schedule” refers to the schedule which outlines the fees paid for each legal matter, dependent upon the level of service provided, benefit available to each individual Client, and jurisdiction.
 - b. “Case Confirmation” refers to the document provided by ARAG to the Client or Network Attorney verifying coverage for the Client’s legal matter.
 - c. “Client” refers to a person who is entitled to Covered or Non-Covered legal services under a legal plan or an insurance policy administered by ARAG or an affiliate.
 - d. “Covered” refers to legal services for a Client paid either partially or in full by ARAG under a legal plan.
 - e. “Deductible” is a specified amount of money a Client must pay to a Network Attorney for each legal matter before ARAG will provide payment for legal services.
 - f. “Network Attorney” refers to an attorney who:
 - i. Is an active member of the State Bar in good standing.
 - ii. Maintains a law office and is regularly engaged in the practice of law.
 - iii. Maintains professional liability insurance providing limits of not less than \$100,000 per incident and \$300,000 aggregate per year.
 - iv. Is willing to provide at least a 25% reduction from the attorney’s normal rate on all non-excluded, Non-Covered legal matters, including Covered services which are subject to a limit on the number of hours the plan covers, also known as “capped hours.”
 - v. Is willing to provide free initial consultation to all Clients on Non-Covered legal matters.
 - vi. Completed and electronically signed the ARAG Network Attorney application.
 - vii. Is accepted as a Network Attorney by ARAG as indicated by inclusion of the Attorney’s contact information in ARAG’s Attorney Directory online.
 - viii. Agrees to accept the Covered legal matters noted on their application or as updated on their ARAG profile.
 - ix. Agrees to provide required notification of change of information of status pursuant to Section 2.B.
 - g. “Non-Covered” refers to the legal services which are not specifically included in the Plan Documents and for which the fee is paid by the Client and not by ARAG.
 - h. “Plan Documents” include the certificate of insurance and/or service plan, both of which indicate coverage, exclusions, and conditions for a Client.
 - i. “Plan Sponsor” refers to a company which contracts with ARAG for the provision so a legal plan to the members of a group or employees of the company.
 - j. “Reduced Contingency Fee” refers to a legal matter which the Network Attorney deems to be appropriately handled using a contingency fee.
 - k. “Reduced Fee Services” are services available to Clients for those legal matters which are not covered by the certificate of insurance and/or service plan and are not excluded in the service portion of the legal plan.
 - l. “State Bar” includes the attorney regulatory body of any jurisdiction in which the attorney maintains an office for the practice of law.
2. Obligations of a Network Attorney
 - a. ARAG Network Attorney Website
 - i. The ARAG Network Attorney Website is an online system available through which Network Attorney may access attorney-only information and services.
 - ii. Network Attorney is responsible for keeping their username and password safe and confidential, and ensuring only authorized personnel have access to login. Network

- Attorney is responsible for any errors or acts of negligence performed by authorized personnel.
- iii. Network Attorney will use the ARAG Network Attorney Website to accept or deny Client cases and verify Case Confirmation information and submit claims to request payment.
 - iv. Network Attorney will update their ARAG profile on the ARAG Network Attorney Website so it accurately reflects the legal matters they will accept, whether Covered or Non-Covered.
 - v. Provide accurate information regarding attorney's normal hourly rate and reduced rate.
 - vi. On at least an annual basis, Network Attorney shall verify the accuracy of their information available in the ARAG Network Attorney Website.
- b. Notification of Change of Information or Status
- i. Network Attorney will immediately notify ARAG of any change in the following information:
 - 1. Address, telephone number, or e-mail address.
 - 2. Any change in insurance carriers, in coverage amounts or failure to continue to carry insurance.
 - 3. Any change in in the attorney's licensing or State Bar standing.
 - 4. Any legal actions filed against attorney arising out of attorney's law practice.
 - 5. Any actual or impending circumstances which might affect his or her status as an attorney.
 - 6. Any complaints filed with, or any disciplinary action of any nature made by any attorney disciplinary authority or court concerning the attorney, including any criminal activity by attorney's employees affecting clients, including but not limited to embezzlement of client funds.
 - 7. Network Attorney agrees to provide ARAG with accurate information on their normal hourly rate and reduced rate and is responsible for notifying ARAG immediately after a change in either rate. A change in reduced rate will apply only to new Covered or Non-Covered matters after the newly updated rate is provided. It will not be retroactively applied. Reduced rate information is available to Clients.

3. Representation by Network Attorney

- a. Network Attorney is required to be licensed in the state where Client's covered legal matter occurred or is filed, tried, mediated, or arbitrated.
- b. Network Attorney will give the Client prompt professional service, regardless of the type of ARAG coverage available to the Client (e.g., paid in full, deductible, reduced fee, hourly).
- c. Network Attorney may reject a Client on reasonable grounds, including referral of a legal matter not noted by the Network Attorney on their application or updated ARAG profile, representation in a matter deemed by the Network Attorney to be lacking merit or in violation of their ethics rules.
- d. Network Attorney will not reject any Client because of the amount of fees Network Attorney may receive under the terms of the legal plan.
- e. When a Client contacts Network Attorney by phone or e-mail, Network Attorney or a member of their staff, will respond to Client in the same manner within forty-eight (48) hours of the initial contact by the Client.
- f. Network Attorney will not withdraw from representation until they take reasonable steps to avoid prejudice against the rights of the Client. The Network Attorney will allow time for the employment of other counsel, deliver all papers and property to the Client which the Client is entitled to receive, and comply with all applicable laws and rules. If the Network Attorney withdraws from further representation of an eligible Client for any reason, Network Attorney shall promptly notify ARAG of the reason for withdrawal of representation.
- g. If Network Attorney rejects an eligible Client for any reason, Network Attorney will immediately notify ARAG of the reason for rejection. The Network Attorney will also encourage the Client to call ARAG regarding further eligibility for services.

- h. If Network Attorney does not feel they have the skill required to assist a Client or feels referral to another attorney is necessary to best serve the interests of the Client. Network Attorney will direct Client to call ARAG regarding their coverage rather than referring the Client to another attorney.
- i. If the Network Attorney determines the matter for which the Client seeks assistance is a Covered matter, but not one the Network Attorney has indicated on their application or updated ARAG profile, they will refer Client to contact ARAG for coverage information. Network Attorney shall not represent Client for a Covered matter which is not indicated on their attorney profile.
- j. Before undertaking representation of a Client where the Client will be charged by the Network Attorney, the Network Attorney will ensure the matter is Non-Covered. If the matter is for Reduced Fee Services, the Network Attorney will charge the Client only the appropriate reduced rate. Network Attorney shall honor the reduced rate on record with ARAG as of the date of retention of Network Attorney's services.
- k. Network Attorney is not to accept representation regarding any action, proceeding, dispute or against any matter against: ARAG, the policyholder, the Client's employer, the Client's employee benefit plan providers or any vendor providing services to Client's employer-provided benefit plan, regardless of who pays for that representation.
- l. Network Attorney will defend, indemnify and hold ARAG and Plan Sponsors harmless from all liability or alleged liability which may arise out of the acts or omissions of the Network Attorney in the performance of services. "Liability" includes, without limitation, all costs and expenses incurred, including reasonable attorney's fees and court costs. "Alleged Liability" includes all claims and demands.
- m. Before undertaking the legal representation of a Client, the Network Attorney will contact ARAG to obtain a Case Confirmation number. To the best of their ability, Network Attorney shall assess the Client's legal matter and verify that the Case Confirmation is correct. If circumstances of the legal matter changed from a Covered to Non-Covered or excluded matter, Network Attorney is obligated to inform ARAG. A Case Confirmation number is required for the Network Attorney to submit a claim. ARAG does not have an obligation to pay a claim submitted without a Case Confirmation number.
- n. Network Attorney agrees to collect any appropriate Deductible from a Client if indicated on the Case Confirmation. Network Attorney will then bill ARAG for the remaining fees owed under the then current ARAG Fee Schedule and agrees to accept his amount as payment in full for Network Attorney's representation.
- o. In the event Network Attorney purchases a legal insurance or service product from ARAG, Network Attorney is not permitted to handle their own Covered legal matters and submit claim for payment from ARAG. In addition, if Network Attorney has purchased a legal insurance or service product from ARAG, Network Attorney may not seek services for Covered legal matters from a member of the same law firm.
- p. Network Attorney shall not refuse to provide legal services, or otherwise discriminate against, a Client due to their race, color, religion, sex, age, national origin, disability, pregnancy, veteran status, sexual orientation, marital status, genetic information, or any other characteristic protected by federal, state, or local law.
- q. The entire section 3 shall survive termination of the Agreement.

4. Records

- a. Network Attorney will keep accurate and current books and records concerning each eligible Client advised or represented, the subject on which advice was given or representation offered or provided, the length of any conferences, the amount of time spent by the Network Attorney in providing advice or representation, the disposition of the matter, and any charges made to the eligible Client for legal services other than Covered services. Each Network Attorney will make such books and records available to ARAG at reasonable times. Nothing in this Agreement will require Network Attorney to reveal any confidential attorney-client information. Network Attorney acknowledges ARAG may have a fiduciary and/or regulatory obligation to access information

within Client files to adequately administer payments under insurance and ERISA qualified legal plans and, to the extent Client interests are not prejudiced by doing so, agrees to seek waivers from Clients, where necessary, to assist ARAG in meeting these obligations.

- b. For the duration of this Agreement, and for five (5) years thereafter, ARAG shall maintain at its principal administrative office adequate books and records of all transactions between ARAG and the Attorney. Such books and records shall be maintained in accordance with prudent standards of insurance recordkeeping. The commissioner of insurance shall have access to such books and records for the purpose of examination, audit, and inspection. Any information contained therein which is a trade secret under the uniform trade secrets act, including but not limited to, the identity and address of Clients or Plan Sponsors, shall be confidential, except the commissioner may use such information in any proceedings instituted against ARAG.

5. Publicizing Status

- a. Network Attorney will not promote or publicize their status as a Network Attorney, except as permitted by ARAG and the Code of Responsibility of the State Bar. ARAG assumes no obligation for publication, referral, or promotion of attorney status as a Network Attorney.
- b. ARAG may use Attorney's name; geographic and biographical information Network Attorney has provided to ARAG in any form via a medium unless ARAG has informed ARAG in writing of their desire to restrict or change the information available.
- c. The entire section 5 shall survive termination of the Agreement.

6. Marketing Guidelines for Network Attorneys

- a. Network Attorneys are permitted to use the following phrases in reference to their relationship with ARAG. The phrases should be used in text rather than in conjunction with a graphic, e.g., as an e-mail tagline.
 - i. ARAG Network Attorney.
 - ii. Proud Member of the ARAG Attorney Network.
- b. Network Attorney is not permitted to use the ARAG logo without prior approval.
- c. Network Attorney is not permitted to use the names or logos of current or former Plan Sponsors.
- d. This entire section 6 shall survive termination of the Agreement.

7. Communication

- a. Network Attorney is not permitted to contact Plan Sponsors for any purpose.
- b. Network Attorney is not permitted to solicit or contact Clients for any purpose outside the scope of legal representation. This includes, but is not limited to, sending marketing communications, promotional materials, or any outreach intended to generate business. Clients must not be added to mailing lists, contacted for future services, or included in any business development efforts unless explicitly authorized by ARAG.
- c. Network Attorney is aware and hereby acknowledges the importance of the goodwill and good reputation of AAG in legal insurance and the legal communities in general. Network Attorney shall not undertake any action with intent to disparage, reflect badly on ARAG or otherwise damage reputation, or to cause such result through inaction.
- d. The entire section 7 shall survive termination of the Agreement.

8. Confidentiality

- a. Pursuant to this Agreement or otherwise, ARAG may disclose to Attorney information which ARAG deems confidential and proprietary (the "Confidential Information"). All marketing information, plan documents, ARAG Fee Schedule, claim forms, attorney lists, Plan Sponsor or Client lists, information which identifies or can be used to identify an individual, or can be used to authenticate an individual, and operating procedures provided in any way by one party to the other shall be the Confidential Information of ARAG. Attorney shall use the Confidential Information only for the purposes and objectives stated within this Agreement and for no other

purposes or objectives whatsoever without the written consent of ARAG. Upon termination of this Agreement, Network Attorney shall discontinue use of all Confidential Information, whether in written form, reducible to written form, or in other form that refers to, reflects, or contains any ARAG Confidential Information. Both parties shall establish, implement, maintain, and update appropriate safeguards to ensure the privacy and security of all Confidential Information to prevent its inappropriate or unlawful use, disclosure, alteration, appropriation, processing, or loss.

- b. Notwithstanding the foregoing, Confidential Information may be disclosed to third parties upon prior written consent of ARAG. Confidential Information may also be disclosed pursuant to legal process, court order, statute, or regulation; provided, however, Network Attorney required to disclose the Confidential Information, shall notify ARAG within five (5) days of receiving legal process, court order or other notice of compulsion to provide the information, so a protective order, if applicable, may be obtained.
- c. Information shall not be deemed confidential if it is already known to the Attorney from sources other than ARAG, which sources are not bound by or in breach of a confidentiality agreement with ARAG; becomes publicly known through no wrongful act of the Network Attorney; or is independently developed by the Network Attorney.
- d. ARAG shall only use and disclose Network Attorney's personally identifiable information provided by Network Attorney, or subsequently updated by Network Attorney, in accordance with this Agreement, including but not limited to tax reporting requirements.
- e. The entire section 9 shall survive termination of the Agreement.

9. Compliance with Laws

The Network Attorney shall, always, comply with all federal and state laws and regulations.

10. Obligations of ARAG

- a. ARAG is not a referral system. Procedures for informing Clients of the availability of Network Attorneys to provide services under ARAG legal plans will comply with professional rules of conduct and ethics. Interference
- b. ARAG shall not interfere with, direct, or control the Network Attorney's professional judgment regarding Client representation. All decisions regarding the scope, manner, and means of legal representation shall be made by the Network Attorney in accordance with applicable rules of professional conduct.

11. Legal Service Fees

- a. Payments for Non-Covered Services
 - i. Network Attorneys who provide Reduced Fee Services will be paid directly by the Client. ARAG will not be responsible for any fees or their collection under this program.
 - ii. Network Attorneys are allowed to bill Client subject to the exclusions, rules, and conditions of payment in the following documents: this Agreement, the ARAG Fee Schedule, and the Plan Documents (collectively referred to as "Binding Documents").
 - iii. Network Attorney agrees to provide Reduced Fee Services for those areas of law included in their application or updated ARAG profile at an hourly rate which has been reduced by at least 25% of the Network Attorney's normal hourly rate. Network Attorney will contract directly with Client for Reduced Fee Services and payment of attorney's fees shall be handled directly between the Client and Network Attorney.
 - iv. Network Attorney will contract directly with Client for a Reduced Contingency Fee arrangement. The Reduced Contingency Fee will not exceed 25% of the net recovery if successfully resolved before trial or will not exceed 33% of the net recovery if successfully resolved after trial or will not exceed 40% of the net recovery if successfully resolved on or after an appeal. Payment of contingency fees shall be handled directly between Client and Network Attorney and may be subject to restrictions within relevant Plan Documents.

- b. Payments for Covered Services
- i. Network Attorney accepts the amounts listed in the ARAG Fee Schedule as payment in full for Covered services to Clients and will make no additional charges to the Client for attorney's fees unless the Plan Document allows.
 - ii. Payments made by ARAG on behalf of the Client shall be deemed payment in full by Attorney when received. To the extent benefits do not provide for the payment of cost and expenses incurred on behalf of a Client, a Network Attorney is entitled to obtain reimbursement from the Client for such out-of-pocket expenses including, but not limited to: copy/printing charges, postage, fax charges, telephone charges, filing fees, court fees, delivery service fees, court reporter fees, transcripts, expert fees, witness fees, subpoena fees, private investigators, mock-ups or models, any computer, audio or visual equipment or rental of, and title work. Covered services may not be combined for any one matter to increase maximum fees.
 - iii. In the event Network Attorney is awarded attorney's fees and/or costs in a judgment, settlement, order, or similar process, and the fees and/or costs are received by the Network Attorney shall reimburse the parties in accordance with the fees and costs awarded. For example, if costs are awarded which were paid by the Client and/or ARAG, attorney shall reimburse the client first and, if any award is remaining, reimburse ARAG up to the amount paid. The Network Attorney can retain any balance of the fee awarded.
 - iv. Network Attorneys who provide Covered services under the program will be paid directly by ARAG upon submission of claims in acceptable form. Claims must be submitted within 180 days after the completion of the Covered legal service to receive payment.
 - v. If the Network Attorney provides Covered services which are subject to a limit on the number of hours the plan covers, also known as "capped hours," the claim must be submitted within 180 days of completion of the covered hours. Attorney shall bill in one-tenth (.10) hour increments for capped hour benefits.
 - vi. Network Attorneys will be paid subject to the exclusions, rules, and conditions of payment in the Binding Documents. This Agreement limits the terms of payment and the maximum fee that may be received by a Network Attorney for services rendered to beneficiaries of ARAG plans. The wording of specific Plan Documents will determine exclusions, coverage limitations, and eligibility of Clients for Covered services.
 - vii. If ARAG ceases doing business, Network Attorney will not seek payment from a Client and will complete the representation of the Client for Covered services that are provided under an ARAG plan and in accordance with the terms of the Plan Document and this Agreement.
- c. Billing Guidelines. The following are charges ARAG may deduct all or a portion of as they are not covered or considered part of overhead costs:
- i. Case activities. The activities considered to be case activities include but are not limited to intra-office conferences, any file review performed when the file is transferred to a new attorney or paralegal, leaving a voicemail, having a brief conversation or telephone communication. Under no circumstances shall these items be billed to the Client.
 - ii. Billing for associate attorney or paralegal/legal assistant time – simultaneous work by more than one attorney or paralegal at a time. ARAG will not pay for the services provided for more than one person at a time, including but not limited to attendance at trial or mediation.
 - iii. Expenses. ARAG will not pay or reimburse costs as described in section 12.b.ii. These are non-covered expenses and may be billed directly to the Client.
 - iv. Travel. Neither ARAG nor the Client will pay for Attorney's time spent traveling. Travel expenses, including but not limited to, mileage, meals, and parking fees are non-covered expenses and may be billed directly to the Client.

- v. Secretarial. Activities considered to be secretarial and/or clerical include, but are not limited to, filing, scanning, faxing, e-mailing, copying, word processing, setting up and maintaining a file, inserting documents into and retrieving from the file, Bates stamping documents, maintenance of attorney calendars, drafting or preparing a basic cover letter, acknowledgement letters, preparing form letters and pleadings, making travel arrangements, scheduling meetings, and scheduling depositions. Under no circumstances shall these items be billed to ARAG or to the Client.
- vi. Overhead/Administrative. Activities considered to be overhead or administrative include but are not limited to preparation of invoices or responses to billing inquiries, time spent analyzing firm's conflict issues, opening or closing the file applicable to either paper or electronic file systems, and preparation of a status update to ARAG. Under no circumstances shall these items be billed to ARAG or to the Client.
- vii. Sharing Compensation
 - 1. No third party (other than a partnership or legal service corporation of which Network Attorney is a member) will receive any part of the fees paid to Network Attorney for furnishing legal services pursuant to any legal plan referred to above, except as to legal work which is shared with another attorney.
 - 2. If Network Attorney chooses to consult with another attorney ("participating attorney") who is not a member of their law firm, the Network Attorney must make fee arrangements with the participating attorney outside of the ARAG Fee Schedule. ARAG will not pay for services rendered by the participating attorney. In addition, at no time can either the Network Attorney or participating attorney bill the Client for services rendered.
- viii. If a Plan Sponsor terminates its relationship with ARAG prior to the conclusion of a Covered or Non-Covered representation and a legal matter was initiated prior to the date such termination became effective, the Network Attorney will continue to provide services in accordance with the pre-termination coverage terms until conclusion of the legal matter.
- ix. Exceptions to ARAG Fee Schedule. In the event ARAG makes an exception to the Fee Schedule regarding payment of a claim ("Request to Exceed" or "RTE"), the exception is a one-time event and does not alter the terms of this Agreement or the ARAG Fee Schedule.
 - 1. Submission of a pre-approval form for additional fees is encouraged for complex matters prior to beginning work on the legal matter. The pre-approval form is available on the ARAG Network Attorney Website.
 - 2. Additional fees are not guaranteed and are at the sole discretion of ARAG. Once ARAG approves the additional fees, Network Attorney must submit monthly invoices going forward. Attorney shall bill in one-tenth (.10) hour increments when submitting an invoice for payment under the Request to Exceed process.
- d. The entire section 12 of this Agreement shall survive termination of the Agreement.

12. Fee Agreement

- a. Network Attorney shall not propose or enter into any fee agreement with Client which conflicts with this Agreement. If there is a conflict between a Network Attorney and Client fee agreement and this Agreement with Network Attorney, this Agreement overrides the other fee agreement.
- b. Network Attorney will provide Clients with a written fee agreement for Non-Covered matters.
- c. The entire section 13 of this Agreement shall survive termination of the Agreement.

13. Suspension of Claims Payments

- a. In the event Network Attorney mistakenly or intentionally submits a claim for a duplicate matter or a claim for a matter which Network Attorney did not provide services, ARAG has the right to

suspend payments of all claims submitted by Network Attorney until the claim in question is fully investigated.

- b. ARAG shall have the right to offset any amounts found due and owing to ARAG from existing or future claims submitted by the Network Attorney for the same or different Client until the amount due is recovered.
- c. In the event ARAG reimburses a Client for payment made by Client directly to Network Attorney when it is deemed by ARAG as a Covered matter, ARAG shall have the right to offset future payment of claims for all Clients until the Network Attorney repays in full the reimbursement amount to ARAG.
- d. In the event ARAG is notified of a regulatory agency mandated payment, ARAG shall comply with instructions as required by the regulatory agency, including withholding payment of claims, or redirecting payment of claims as required.

14. Independent Contractor

Network Attorney is, and throughout this Agreement shall be, an independent contractor and not an employee, partner, or agent of ARAG. Network Attorney shall not be entitled to, nor receive any benefit normally provided to ARAG's employees including, but not limited to, vacation payment, retirement, health insurance, legal expense insurance, or sick pay. Network Attorney shall not be entitled to participate in ARAG's 401(k) plan. ARAG shall not be responsible for withholding income or other taxes from the payments made to Network Attorney. Network Attorney shall be solely responsible for filing all returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Network Attorney pursuant to this Agreement.

15. Additional Terms

a. Termination

- i. An attorney's status as a Network Attorney may be terminated at any time for any reason or no reason by Network Attorney or ARAG. Notice will be in writing and become effective upon receipt by the other party.
- ii. In the of termination, resignation or withdrawal, the Network Attorney will still be bound by the obligations specified in the Agreement with respect to completion of legal services undertaken before the effective date of termination, resignation or withdrawal and payment for such services. The Network Attorney will not undertake representation of additional Clients without first informing them the attorney is no longer a member of the ARAG Attorney Network.
- iii. The entire section 16.a. shall survive termination of the Agreement.

b. Non-Transferable

The terms of this Agreement are not transferable to any other party without written agreement of both parties.

c. Amendment

This Agreement is subject to revocation, amendment, or other modification at any time by ARAG.

d. Mediation

- i. Network Attorney and ARAG agree to meet, in person or by telephone, and to confer in good faith to resolve, through informal discussion, any disputes regarding fees owed to Attorney arising during the term of this Agreement. Parties agree that should a disagreement arise, they will use their best efforts to cooperate in finding an appropriate solution.
- ii. In the event a solution cannot be reached, the parties agree before filing any legal action in accordance with the jurisdiction and venue provisions outlined in this Agreement, they will participate in at least four hours of mediation in accordance with the Commercial Mediation Procedures of American Arbitration Association to be held in Des Moines, Iowa. The parties agree to bear their own travel costs to attend the

mediation but will share equally in the costs of the actual mediation. The mediation shall be administered by a mutually agreed upon mediator.

- iii. The entire section 16.d. shall survive termination of the Agreement.
- e. Jurisdiction; Venue
 - i. Following mediation as outlined in section 16.d., the parties agree any dispute, action or proceeding arising out of or related to this Agreement will be commenced in the state courts of Polk County, Iowa, or in the United States District Court for the Southern District of Iowa where proper subject matter jurisdiction exists. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on claims of unsuitable court.
 - ii. The entire section 16.e. shall survive termination of the Agreement.
- f. Non-Waiver

The failure of either party to enforce strict compliance with this Agreement, in whole or in part, or to exercise any right does not constitute a waiver of any other rights and will not be held to constitute a course of conduct or waiver of subsequent breach of such provision, or any other provision.
- g. Effect of Invalid or Unenforceable Provision

If any provision of this Agreement is held to be invalid or unenforceable by reason of conflict with applicable law or regulation, the Agreement will be considered amended to the minimum extent necessary to give effect to the balance of the Agreement as if the offending provision(s) were not present.
- h. Limitations on Liability
 - i. In no event will either party be liable for any indirect, incidental, exemplary, punitive, lost profits, special, consequential, or similar damages arising out of or related to this Agreement, even if the other party has been advised of the possibility of such damages.
 - ii. The entire section 16.h. shall survive termination of the Agreement.
- i. Survival

Sections which shall survive termination of the Agreement are referenced individually within the applicable sections.
- j. Governance

This Agreement has been entered into and will be governed for all matters concerning validity, performance, and interpretation under the laws of the State of Iowa.
- k. Attorney Ratings and Reviews
 - i. ARAG has the right to solicit, accept, collect, and use Client's survey responses, ratings, reviews and testimonials regarding their experience and services received in working with a Network Attorney. ARAG may use and/or post any such content to its sites as well as use such content in any manner determined by it (e.g., television, print, broadcast, broadcast, and use in any media now known or hereafter developed, including the World Wide Web). ARAG may share these aggregated survey results in dialogue with the Network Attorney about the perceptions of the Network Attorney's services, to set Client satisfaction metrics and goals, and to determine means for rapid improvements in such metrics.
 - ii. While ARAG may take reasonable measures to ensure any such content is not offensive, malicious, derogatory, or breaches client-attorney privilege, ARAG is not liable for any such content, reviews, or ratings, or for not screening, for failure to modify, block, remove, delete, or edit such reviews and ratings. ARAG, and its subsidiaries, their directors, officers, agents, employees, and customers, and appointed advertising or recording agencies, their directors, officers, agents, and employees are released from all liability and claims of every kind.
 - iii. Network Attorney will not hold Clients liable for any content submitted or posted, except for blatant libel or slander.

16. Attorney's Certification

By electronically signing the Attorney Application, I certify my agreement to be bound by the terms of the ARAG Attorney Agreement, ARAG Fee Schedule, claim form, Plan Documents, and any subsequent revisions.