Web Linking and Logo Usage Agreement

This Web Linking and Logo Usage Agreement ("Agreement") is made by and between Ameritas Life Insurance Corp., on behalf of itself and its affiliated insurance companies (each a "Licensor" and collectively referred to as "Ameritas"), and the licensed sales producer agent/agency ("Producer") entering into this Agreement, effective as of the date of Producer's electronic signature on the agent portal website, Producer Workbench. Subject to the terms and conditions of this Agreement, the applicable Licensor will grant to Producer: (i) a limited license to create certain hyperlink(s) from Producer's Internet website to Licensor's website, and (ii) the permission to use the applicable Licensor's name and logo, including using the logo as a link to Licensor's website. By submitting the electronic signature, Producer accepts and agrees to the terms of this Agreement. When this Agreement is accepted by Producer, instructions for creating certain hyperlink(s) and access to logo(s) will be made available on Producer Workbench.

Web Linking License:
Licensor hereby grants to Producer a nonexclusive, royalty free, non-transferable, revocable license to establish certain hyperlink(s) from Producer's Internet website to Licensor's website, as approved by applicable Licensor through Producer Workbench (each a "Link" and collectively the "Links"). Licensor grants a nonexclusive license to display the embedded Links to Licensor's website for the sole purpose of providing Producer's end users with quick access to the Licensor's website by actually transferring the user out of the Producer's website to the Licensor's website. Licensor may add, change, or delete the Links and any other items on Licensor's website at any time.

Producer shall have the right to use the specific Links to Licensor's website as instructed on Producer Workbench. Producer will use a special Link, provided by Licensor, that will link directly to a single item on Licensor's website. Producer shall at all times comply with Ameritas policies and procedures regarding the use of Links.

Name and Logo Usage Permission:
Licensor grants to Producer limited permission to use the Licensor's name and logos as listed and approved by Licensor on Producer Workbench (each a "Logo" and collectively the "Logos"). Producer understands that its Logo usage may not be granted or may be revoked, if the purpose is not deemed to be appropriate by Licensor. Ameritas names and logos are servicemarks of their respective Licensors and may have been registered as servicemarks with the United States Patent and Trademark Office or with certain state offices as needed. To preserve servicemark status and exclusivity, the Logos can only be used in a manner which has been approved by the Licensor. Producer may only use those Logos approved by applicable Licensor through Producer Workbench and shall at all times comply with Ameritas policies and procedures regarding the use of its names, logos and images.

Producer agrees that the Ameritas name and logos are valuable assets and will be used only for authorized purposes. Producer agrees to not permit any unauthorized person or organization to use the Ameritas name or logos without prior express written consent from the respective Licensor's Compliance Officer. Producer shall not alter the Logos in any manner that implies that Licensor is endorsing, sponsoring, or affiliated with Producer's website. Producer shall not use the Logos in a manner that is likely to cause confusion with, dilute, or damage the reputation or images of Licensor or any of its products. Producer shall not make negative or disparaging references to Licensor or its products or services on Producer's website or otherwise unfavorably compare Licensor's products to other products.

Terms and Conditions:
The following terms and conditions shall apply to each (i) license to use any Link, and (ii) permission to use any Logo granted to Producer under this Agreement:

1. Disclaimer of Warranties: Ameritas websites, including all content or information contained within such websites, are provided "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Producer assumes total responsibility and risk for Producer's use of Ameritas websites, site related services and all hyperlinked websites.

2. Limitation of Liability and Remedies: PRODUCER AGREES THAT Ameritas SHALL NEITHER BE RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO PRODUCER'S USE OF ANY LINKS OR LOGOS. Producer's sole and exclusive remedy for any claim relating to the Links or the Logos shall be to stop using them. Producer agrees to release and forever discharge Ameritas and its respective employees, agents, officers and directors from any and all past, present and future actions, claims, demands, damages, losses, liabilities, expenses and attorney fees, which Producer may now have or may hereafter accrue relating to the Links or the Logos.

3. Indemnity: Producer agrees to defend, indemnify, and hold harmless Ameritas and their respective officers, employees and directors from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including without limitation reasonable attorney fees, arising out of any claim relating to Producer's use of the Links or the Logos by paying all amounts that a court finally awards or that Producer agrees to in settlement of such claims as approved by Licensor.

4. Termination: Licensor may terminate this Agreement, and any license to use the Links and/or permission to use the Logos granted hereunder, at any time, in its sole discretion, without liability or obligation to Producer of any kind. Licensor has the right to inspect Producer's website from time-to-time to ensure compliance with this Agreement and with Ameritas applicable policies. In the event this Agreement License is terminated, Producer will remove all references to Licensor, including the Links and Logos, within twenty-four (24) hours of written request by Licensor.

5. Entire Agreement: This Agreement, including the Ameritas Logo and Linking Standards on Producer Workbench, constitute the entire agreement of the parties with respect to the subject matter hereof. Only a writing that specifically refers to this Agreement and is signed by Licensor may amend this Agreement.