



**SmartApp Next Generation™ (SNG) Laptop Order Form
Instructions/Information
(Updated June 7, 2007)**

FINANCING:

- 30 Month Loan Through Aflac
- 6% Compound Interest
- Payments are deducted from your monthly commission statements

Qualifications for financing:

1. Active associate for six (6) months; **\$150 credit balance for (3) consecutive months to qualify for financing.**
2. Exceptions are made for Fireball, Super-Fireball, and Triple Crown qualifiers with a credit balance. If you are a qualifier you will receive a memo and order packet via mail.

Other Payment Options:

Cash or Check (Make checks payable to **Prosys Information Systems**)

VISA, MasterCard or AMEX

Outside loans

(For assistance with payment processing or refunds, contact Prosys at 1-888-298-6849.)

INCENTIVES:

Application Credits

Aflac will credit your month end statement **\$3.00** for every new **policy** issued under **Aflac writing numbers, regardless of how you pay for the laptop.** This credit will be shown on your monthly statement as a separate transaction. Credits in excess of your monthly loan payments will be applied against your loan balance to reduce the term of your loan. This works similar to pre-paying the principle on a mortgage. There will continue to be a payment on your statement until the loan balance is zero.

- If the credits are equal to or less than the loan payment, the description will be **“SA LN DED”** and the balance posted after the payment has been applied.
- If the credits exceed the loan payment, a second line will read **“SA \$3 CR”** and the balance posted after the loan payment and excess credits have been applied.
- If an associate has multiple loans, these credits will be applied to the oldest loan first.

The **\$3.00** credit goes to the **owner** of the SNG laptop regardless of who writes the business as long as they are certified to use SNG or whether the laptop was financed or not. **The \$3.00 credit will appear as a chargeback if the policy lapses without making a premium payment.** The **\$3.00** credit will **not** be paid on conversions. **NOTE: Agent's Accounting must be contacted prior to purchasing and/or transferring a unit from another associate by cash payment to verify an outstanding loan does not exist. If there is an outstanding loan, the \$3.00 credit is not transferable.**

The **\$3.00** credit will continue for a period of 30 months or until the amount of the **\$3.00** credits equals the purchase price of all the items on the **initial order only**, whichever comes first.

Contact Numbers:

- **1-800-462-3522 (Option 2) Agent's Accounting Call Center** for the status of laptop orders or transfer forms.
- **1-800-282-3522 Aflac's IT Service Center Help Desk** for hardware and software issues.
- **1-888-298-6849 PROSYS** for accessories or replacements not included in original order packet.



Features	<u>Fujitsu Lifebook S7110</u> Part # AU2AB3A204421410	<u>Panasonic CF-W5 “Toughbook”</u> Part# CF-W5MWEZZBM	<u>Panasonic CF-51RC “Toughbook”</u> Part# CF-51RCVDFBM
Processor:	Pentium-M, 1.66GHz Duo Core	Centrino, 1.06GHz Duo Core	Pentium-M, 1.66GHz Duo Core
Memory:	512 MB RAM	512 MB RAM	512 MB RAM
Storage:	60GB Hard Drive, External 1.44 USB Floppy Drive	60GB Hard Drive	80GB Hard Drive, 1.44 MB Floppy Drive (Hot Swappable)
Multimedia:	DVD/CD-RW Modular Combo Drive	DVD/CD-RW Drive (Integrated)	DVD/CD-RW Combo Drive
Screen:	14.1” Crystal View XGA Screen, 64MB Video	12.1” XGA Color Display, 64MB Video	15.1” XGA Color Display, 64MB Video
Modem/NIC:	56K Internal 10/100 NIC 802.11 A B & G Wireless Connection	56K Intel Pro / 2915ABG NIC, 802.11 A, B & G Wireless Connection	Internal 56K 10/100 NIC modem 802.11 A B & G Wireless Connection
Interface:	USB Connection (Pen Tablet), USB Connection (Printer), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse	USB Connection (HSB Pen Tablet), USB Connection (Printer), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse	USB Connection (Pen Tablet), Parallel Connection (Printer), PCI Bus Connection (Docking Station), USB Port (Universal Serial Bus Port), SVGA Output, Touchpad Mouse
Weight:	4.5 lbs.	2.9 lbs.	6.6 lbs.
Required Software:	Windows XP Pro, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro	Windows XP Pro SP2, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro	Windows XP Pro, Cyber Angel, PC Anywhere, Afaria, Microsoft Office 2003 Pro, Symantec Antivirus and WorksitePro
Aflac Software: (No Cost)	SmartApp Next Generation™ (SNG) and Premium Quote	SmartApp Next Generation™ (SNG) and Premium Quote	SmartApp Next Generation™ (SNG) and Premium Quote
Warranty:	Fujitsu: Three years parts and labor- Depot. One year on the battery.	Panasonic: Three years parts and labor- Depot. One year on the battery.	Panasonic: Three years parts and labor-Depot. One year on the battery. Additional Warranty: Protection Plus
Misc:	Thin and Light	Full Magnesium Alloy Case	Full Magnesium Alloy Case
COST (Laptop & Software):	\$ 2,335	\$2,748	\$ 2,948
*Topaz Pen Tablet (HSB):	\$ 175	\$ 175	\$ 175
HSB Warranty (excludes batteries) :	Three year Tablet Warranty	Three year Tablet Warranty	Three year Tablet Warranty

***New Topaz Pen Tablet (HSB) required with additional purchase.** Please see the SmartApp Laptop Order Forms located on Associates Services under [Internet Accessible Forms](#) or [my.Aflac.com/Associate Services/Technology/SmartApp Next Generation \(SNG\)/Laptop Contracts](http://my.Aflac.com/Associate_Services/Technology/SmartApp_Next_Generation_(SNG)/Laptop_Contracts) for completed details.

STOP!

***If financing through Aflac, complete and return: A through D below**

***If paying by credit card or check, complete and return: A through C below**

NOTE: Do not provide credit card information unless full payment is to be charged. No Credit Card Financing Available.

A. SmartApp Next Generation™ (SNG) Laptop Order Form

1. The items already marked are requirements for the system – if no pen tablet/pen needed cross out. **A New Topaz Pen Tablet Must Be Purchased With Your Initial Order Of A New Unit.**
2. Printer Information: The Canon Bubblejet i80 printer is the unit currently being offered. This printer can be plugged into any standard outlet and is a color printer. If you want to have a remote capability, you will need to order the Canon Portable Kit listed.
3. Place an X in the circle, on the left side of the form next to the items you want and total everything as indicated (**if it is not marked it will not be included in your order**).
Note: We suggest you get the laptop bag.
4. Indicate whether you are an Associate, DSC, etc.
5. Indicate the state(s) in which you are licensed.
6. **For shipping address please use street address; NO POST OFFICES BOXES.**

B. Software License and Disclosure Agreement: (2 pages)

1. Complete the top portion (name and address) on first page.
2. Print and sign your name at the bottom of the second page.

C. Participation Agreement: (4 pages)

1. Print and sign your name on the last page under Lead Customer Affiliate.

D. Installment Loan Agreement: (4 pages)

***This should be completed only if applying for WWHQ financing.**

1. Complete the first portion (name and writing number).
Do Not complete Section I concerning monthly payment amounts. This will be completed by Agents' Accounting.
2. Print and sign your name on the last page (4) of the agreement along with your address.

PLEASE FAX YOUR ORDER FORM TO 706-660-7299 OR MAIL TO:

Aflac – Agents Accounting
Attn: SNG Laptop Order
1932 Wynnton Rd.
Columbus, GA 31999

There is a 72 hour turnaround time from when headquarters receives the order until the time the laptop ships. Shipping time is 7-10 business days. **NOTE: If paying by check allow 10 additional days for check processing.** Someone must be available to sign for the laptop. UPS will make 3 attempts to deliver; if delivery is unsuccessful the laptop will be returned to PROSYS. The associate will be responsible to pay actual shipping charges to re-ship, which may be more than \$50.00.

SmartApp Next Generation™ (SNG) Laptop Options Order Form

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE
(Effective June 7, 2007)

Hardware

Fujitsu Lifebook S7110
(AU2AB3A204421410)
\$2,335
Pentium-M, 1.66GHz Duo Core Processor, 512MB RAM, 60GB HDD, Modem – 56K 10/100 Combo, DVD/CDRW Combo Drive, 14.1” Crystal View XGA, Dual Point Devices (Touchpad Mouse & 3D Pointstick), 1.44 Floppy Drive External

Panasonic CF-W5 “Toughbook”
(CF-W5MWEZZBM)
\$2,748
Centrino, 1.06GHz Duo Core Processor, 56K Intel Pro / 2915ABG w/802.11a, b & g Wireless Connection, DVD/CD-RW Drive (Integrated), 12.1” XGA Color Display, Touchpad Mouse, 60GB HDD, 512MB RAM

Panasonic CF-51RC “Toughbook”
(CF-51RCVDFBM)
\$2,948
Pentium-M, 1.66GHz Duo Core Processor, Internal 56K 10/100 modem , DVD/CDRW Combo Drive, 15.1 XGA Color Display, Touchpad Mouse, 80GB HDD, 512MB RAM, 1.44 Floppy Drive (Hot Swappable), Protection Plus Warranty

Options for the Panasonic CF-W5:

Floppy drive for CF-W5 **\$ 145**

Options

NOTE: A New Topaz Pen Tablet Must Be Purchased With Your Initial Order Of A New Unit.

- NEW Topaz Pen Tablet 4” x 5”** (required for capturing legal signatures) (HSB) **\$ 175**
- Extra Pen **\$ 49**
- Laptop Bag (Aurora by Savannah Luggage, Model #4070, black **with wheels**, extended handle, US built. Tweed cloth with Aflac embroidered on the side. Will hold your unit and printer with other accessories.) **Delayed Shipping \$ 179**
- Laptop Bag (Aurora by Savannah Luggage, Model #4032, black, rugged and US built. Tweed cloth bag with Aflac embroidered on the side. Will hold your unit and printer with other accessories.) **Not recommended for use with the CF-51LB laptop, No wheels. Delayed Shipping. \$156**
- Laptop Bag (Targus, Model #CLN5-Aflac, black leather-like & ballistic nylon w/Aflac logo. Will hold your unit and printer with other accessories.) **\$ 69**
- Mobile Printer - Canon BubbleJet iP90 with cable (color) **\$ 250**
- Battery Kit for Canon for Mobile Printers **\$ 89**

Shipping

Individual Shipping to Aflac Associates (UPS 2 Day Delivery-inside the Continental US) **\$ 50**

Total _____

*(Sales tax will be added for AL, AR, AZ, CA, CT, CO, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, NE, NM, NV, NJ, NC, MS, OH, OK, SC, TN, TX, VA, VT, WI)

*Subject to Change

(PLEASE PRINT CLEARLY or TYPE)

Associate Name: _____ Writing # _____

Shipping Address: _____

Email Address: _____

Phone #: (_____) _____ Resident State: _____

Signature: _____ Date: _____

VISA/AMEX/MasterCard# _____ Exp. Date _____

NOTE: Do not provide credit card information unless full payment is to be charged. NO CREDIT CARD FINANCING AVAILABLE.

States Licensed In: _____

Current Contract Taken: **(Circle)**

SSC RSC DSC

ASSOC SPC

(For Worldwide Headquarters use only.)

PEN ID #: _____

State Operation Pswd: _____

SOFTWARE LICENSE AND CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between **AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS**, 1932 Wynnton Road, Columbus, Georgia 31999-0001 ("Aflac") and _____, residing at _____ ("Associate");

WITNESSETH:

WHEREAS, Aflac is in the business of underwriting various types of insurance, as is set forth in Aflac's insurance policies, and Associate presently submits to Aflac applications for insurance coverage on behalf of potential policyholders;

WHEREAS, Aflac has developed proprietary, confidential and trade secret computer software designed to, *inter alia*, operate with certain computer hardware to enable applications for insurance coverage to be prepared on a pen-based computer hardware system, such proprietary, confidential and trade secret computer software referred to as "SmartApp Next Generation[™]" (or "SNG") and "SmartSale," respectively, and collectively as the "Software"; and

WHEREAS, Associate desires to utilize the software for the purpose of facilitating the gathering of applications for possible insurance coverage by Aflac for potential policyholders, and transmitting, electronically or otherwise, said applications to Aflac for its consideration.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and undertakings set forth herein, including Aflac's conditional and temporary license of the SNG and SmartSale Software to Associate, the parties hereto have agreed and do agree as follows:

1. Upon the execution of this Agreement by each party, Aflac agrees to conditionally license, on a temporary basis, copies of the Software to Associate. The parties hereto recognize that, in addition to this License and Confidential Disclosure Agreement, Associate is to purchase through Aflac certain computer hardware ("Purchased Property"). The parties agree that Aflac's conditional and temporary license of the Software to Associate will be by Aflac's placing the Software onto the hard disk of said Purchased Property.

2. In addition to the above-referenced license of the Software to Associate, Aflac also agrees to transfer to Associate certain other documentary and written information relating to the Software and to the function, uses and operability of the Software, including but not limited to training materials, end user manuals and other written materials which are intended for Associate's own use and not intended to be distributed to the public ("Confidential Documentation").

3. Associate expressly recognizes that Aflac's Software and all Confidential Information relating thereto has been developed by Aflac upon its substantial investment of time and money and are valuable assets of Aflac, and that Aflac owns all rights, including copyright interests, in and to the Software and associated Confidential Documentation.

4. (a) Associate further expressly agrees not to provide to any person, corporation or other entity, any access to the Software, or to maintenance releases, corrections, bug fixes, upgrades, interfaces, modifications, enhancements, new versions of and additions to such Software made available to Associate from time to time or to the Confidential Documentation. Associate agrees neither to make the Software or Confidential Documentation available to any other party by means of time sharing, lease, license, sublicense or otherwise, nor to use the Software to process any data other than with respect to insurance applications being processed by the Associate for submission to Aflac. Associate agrees not to sell, assign, lease, license, sublicense or in any manner encumber, pledge, convey, distribute or transfer the Software or Confidential Documentation, including any portions thereof. Associate agrees not to attempt to decompile, disassemble, reverse engineer or otherwise discover or reproduce the source code for all or any part of the Software. In the event Associate wishes to install additional software on the Purchased Property, the Associate shall contact Aflac's IT Department prior to purchase of additional software.

(b) In the event Associate lends Associate's laptop to another licensed Aflac associate, Associate is and remains responsible for any acts or omissions committed by such agent.

(c) In the event Associate wishes to sell the laptop on which the Software is loaded, Associate must return the laptop to Aflac prior to any such sale so that Aflac can delete the Software and any other confidential or proprietary information of Aflac.

(d) Associate's limited license to use the Software and Confidential documentation shall terminate upon the termination of the Associate's Agreement between Associate and Aflac.

5. Associate agrees that it will not in any manner, shape or form copy any portion of the Software, or the Confidential Documentation relating thereto, expressly including copying the Software from the hard disk of the Purchased Property onto any other medium, including computer floppy disks or hard disks. Associate also agrees not to make copies of any portion of the Confidential Documentation.

6. Associate acknowledges that the Software and Confidential Documentation are owned by Aflac, are and contain confidential and proprietary trade secrets belonging to Aflac and are protected by United States copyright laws and international treaties. Associate agrees to take all precautions to protect the confidential and proprietary nature of the Software and Confidential Documentation, and not to use or disclose, nor permit the use or disclosure of any such confidential or proprietary information for any purpose other than that authorized under this Agreement. Associate agrees not to contest or challenge in any legal proceeding or otherwise the proprietorship or ownership by Aflac of the Software or the Confidential Documentation, or Aflac's right to license the use of the same. Associate further acknowledges that all applicant and policyholder information (collectively "Policyholder Information") constitutes proprietary information of Aflac, and Associate agrees to comply with all applicable data privacy and security laws and regulations and all Aflac data privacy and security policies and procedures in connection with Associate's storage, use, transmission and disclosure of such information.

7. In the event that Associate breaches any of its obligations under this Agreement, Associate recognizes that Aflac's remedies at law or otherwise are inadequate, and agrees that Aflac shall be entitled to seek injunctive relief enjoining any such breach, from any court of competent jurisdiction, in addition to such other remedies which may be available to Aflac.

8. Associate agrees that immediately upon receiving a written request from Aflac, Associate will return to Aflac all Confidential Documentation and the Purchased Property containing the Software, so that Aflac may then erase the Software and all other information relating to or compiled by the Software, and all Policyholder Information and any other confidential or proprietary information of Aflac, from the Purchased Property, and Aflac then will return the Purchased Property, without the Software, to Associate, provided that Associate has fully paid for said Purchased Property.

9. This Agreement may not be assigned without the prior written consent of Aflac. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

10. This Agreement shall be governed by the laws of Georgia. If any provision of this Agreement is determined by a tribunal of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first specified.

WWHQ USE ONLY
Agreed and accepted as of the date first above written.
AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS
By: _____
Its: _____

ASSOCIATE

By: _____
Signature

Its: _____
Print or Type Name

INSTALLMENT LOAN AGREEMENT

THIS INSTALLMENT SALES AGREEMENT is dated as of _____, 20____ and entered into by and between _____ (the "Associate") with Associate Writing Number _____ and **AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS** ("Aflac").

WITNESSETH:

1. PURCHASE PRICE AND PAYMENTS.

The Associate hereby purchases from, and Aflac hereby sells to the Associate, the computer hardware and related goods more specifically described herein as _____ (collectively, the "Purchased Property"). As payment for the Purchased Property, the Associate promises to pay Aflac the principal amount of _____ Dollars (\$ _____), along with all applicable sales tax and interest, in twenty nine (29) consecutive monthly installments of _____ Dollars (\$ _____), due and payable on the last day of each calendar month starting with the first full calendar month following the date from the receipt of equipment invoice of this Agreement and one final payment installment on _____, _____ in an amount sufficient to pay in full all principal then outstanding and accrued interest. The Associate also agrees to pay to Aflac interest on the unpaid principal balance owing hereunder at the fixed rate equal to six percent (6%) per annum in compound interest terms. All accrued and unpaid interest shall be due and payable on the date any payment of any principal is due and payable (whether a regularly scheduled installment or by way of acceleration, maturity or otherwise). The Associate agrees that Aflac may, but shall not be required to, obtain payment of installments of principal and interest and any other amounts owed by the Associate to Aflac under or in connection with this Agreement by applying all or any party of first-year commissions, renewal commissions or any other commissions payable by Aflac to the Associate against such installments or other amounts. Interest shall accrue on any amount past due hereunder at a rate equal to two percent (2%) per annum in excess of the interest rate otherwise payable hereunder and all such interest shall be due and payable on demand. In no event shall the amount of interest due or payable under this Agreement exceed the maximum rate of interest allowed by applicable law. Associate acknowledges that no theft, loss, damage or destruction of the Purchased Property shall excuse or modify Associate's payment or other obligations under this Agreement.

2. PREPAYMENT.

The Associate may prepay the indebtedness evidenced by this Agreement, either in whole or in part, at any time without penalty. All accrued interest on the amount so prepaid shall be due and payable with such prepayment. All prepayments of principal shall be applied to the principal installments due under this Agreement in reverse order of maturity.

3. WARRANTY DISCLAIMER.

AFLAC MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED PROPERTY OR THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AFLAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE ASSOCIATE IN CONNECTION WITH THE PURCHASE OR USE OF ANY OF THE PURCHASED PROPERTY OR ANY OF SUCH SOFTWARE OR DOCUMENTATION. AFLAC AGREES TO PASS ON TO ASSOCIATE MANUFACTURER'S WARRANTY PROVIDED BY PROSYS INFORMATION SYSTEMS, INC. TO AFLAC.

4. SECURITY.

The Associate hereby grants to Aflac a security interest in the Purchased Property and all proceeds thereof (collectively, the "Collateral") as security for the prompt payment of all principal, interest and other amounts payable by the Associate under this Agreement. Associate authorizes Aflac and appoints Aflac its attorney in fact to sign and record any financing statements or other documents and to take any and all actions Aflac deems necessary or desirable to perfect and enforce its security interest and to recover the Collateral.

5. COVENANTS.

A. The Associate shall give Aflac prompt notice of (i) any change in the business, assets, liabilities, financial condition or business prospects of the Associate which has had or may have material adverse effect on the financial condition of the Associate and (ii) the occurrence of any Event of Default.

B. The Associate shall not sell, exchange or otherwise dispose of any of the Collateral or create, assume, incur or permit or suffer to exist or to be created, assumed or incurred, any security interest, lien or encumbrance on any of the Collateral, without Aflac's prior written consent.

6. EVENTS OF DEFAULT.

Each of the following events shall constitute an event of default (an "Event of Default") hereunder:

(a) failure of the Associate to pay any principal, interest or other amount due hereunder when due;

(b) the Associate shall fail to comply with any of the terms and conditions of this Agreement;

(c) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under (i) the Associate's Agreement or any other document, instrument, contract or agreement now or hereafter entered into by the Associate and Aflac or executed by the Associate in favor of Aflac or (ii) any document, instrument, contract or agreement evidencing or securing indebtedness of the Associate for borrowed money;

(d) the Associate shall (i) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect), or (ii) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts;

(e) the Associate's Agreement shall be terminated or the Associate shall for any reason whatsoever cease to be an agent of Aflac; or

(f) Aflac shall reasonably determine that the prospect of repayment under this Agreement is impaired.

7. REMEDIES.

Upon the occurrence of an Event of Default, Aflac may exercise any or all of the following rights and remedies:

(a) Aflac may declare all of the unpaid principal and interest to be immediately due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement to the contrary notwithstanding;

(b) Aflac may demand that the Associate, and immediately upon such demand the Associate will, return to Aflac all of the Collateral, the Software and the Documentation;

(c) Aflac may exercise all rights and remedies available to it under the Aflac Associate's Agreement that Associate entered into with Aflac; and

(d) Aflac may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Georgia or any other applicable jurisdiction and under any other applicable law, and Aflac may set off against any amounts due by Associate hereunder any amounts owed by Aflac to Associate.

The rights and remedies of Aflac under this Agreement shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. In exercising its rights and remedies Aflac may be selective and no failure or delay by Aflac in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right. The associate waives (i) any notice or hearing prior to the taking possession or control by Aflac of any collateral; (ii) the posting of any bond or security which might be required by any court prior to allowing Aflac to exercise any of its rights or remedies, including the issuance of an immediate writ of possession and (iii) the benefit of all valuation, appraisal and exemption of laws.

8. TERMINATION OR DEATH OF ASSOCIATE.

If, for any reason whatsoever, the Associate's Agreement shall be terminated or the Associate shall cease to be an agent of Aflac (including by reason of Associate's death), then the Associate agrees to deliver to Aflac, promptly upon Aflac's demand, to the location specified by Aflac, all of the Purchased Property, all Software and all Documentation. If the Associate has paid all amounts due hereunder in full, then Aflac shall return the Purchased Property to the Associate after removing therefrom all of the Software and any confidential or proprietary information of Aflac. Upon Associate's death, the personal representative of Associate's estate shall remain liable for any unpaid balance hereunder and for complying with all other obligations hereunder. The Purchased Property may be sold by the estate only after (1) any unpaid balance has been paid, or arrangements for payment have been agreed to by in writing by Aflac, and (2) the Purchased Property and Confidential Documentation have been returned to Aflac for removal of the Software and any confidential or proprietary information of Aflac.

9. EXPENSES.

The Associate will pay, on demand, all out-of-pocket expenses incurred by Aflac in connection with (a) the collection or enforcement of the Obligations including the fees and disbursements of counsel to Aflac including an amount equal to fifteen percent (15%) of the outstanding principal balance as attorneys fees if such collection or enforcement is done through or by an attorney and (b) the exercise by Aflac of any right or remedy granted to it under this Agreement whether or not an Event of Default has occurred.

10. NOTICES.

All notices allowed or required under this Agreement shall be in writing and shall be deemed sufficient if sent by personal delivery, or by registered or certified mail, postage prepaid, or by first class air mail, postage prepaid, or by facsimile, telex or telegraph, to, in the case of:

Aflac, ATTN: Agent's Accounting, 1932 Wynnton Road, Columbus, GA 31999-0001

or in the case of the Associate, at the address below its signature hereto, or to such other address as either party may notify the other. Notice shall be deemed given only upon actual receipt.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any and all understandings, representations, proposals or negotiations between the parties, whether oral or written. No oral agreements or representations and no course of dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provisions contained herein.

12. AMENDMENTS.

None of the terms and conditions contained in this Agreement may be amended or otherwise modified except by a written agreement signed by Aflac and the Associate.

13. BENEFITS.

This Agreement inure to the benefit of, and shall be binding on the parties hereto and their respective successors and assigns. The Associate may not assign or otherwise transfer any of its rights and obligations hereunder without the prior written consent of Aflac.

14. SEVERABILITY.

Where ever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, the Associate has caused this Installment Sales Agreement to be duly executed and delivered under seal by its duly authorized officers as of the day first above written.

The parties agree and covenant that a copy or image of the original Installment Sales Agreement produced from optical or digital storage shall serve in its stead and may be used with the same force and effect as the original.

Signature

Associate: _____
Print or Type Full Name

Address: _____

Writing No. _____

Social Security No. _____

WWHQ USE ONLY

Agreed and accepted as of the date first above written.

AMERICAN FAMILY LIFE ASSURANCE
COMPANY OF COLUMBUS

By: _____

Its: _____

ATTACHMENT A

PARTICIPATION AGREEMENT

The undersigned entity ("Lead Customer Affiliate") acknowledges that MSLLI, LLC, as successor in interest to Microsoft Corporation ("Microsoft") and Aflac (the "Lead Customer") have entered into a Microsoft Select Master Agreement dated as of December 29, 1998 (as amended, modified and supplemented to the date hereof, the "Master Agreement") and related Enrollment Agreement under which the Lead Customer Affiliate desires to sublicense Select Software Products. Capitalized terms used but not defined herein shall have the respective meanings assigned in the Master Agreement.

I. Acknowledgment and Agreement. The Lead Customer Affiliate hereby acknowledges that it has received a copy of the Product Use Rights applicable to the Select Software Products acquired under the Master Agreement; it has read and understood the terms and conditions of the Product Use Rights as they relate to its obligations; and it agrees to be bound by such terms and conditions, as well as to the provisions set forth below:

1. Storage/Network Use. *The Lead Customer Affiliate may store or install copies of the Select Software Products on a storage device, such as a network server, used only to install or run the Select Software Products on the Lead Customer Affiliate's other computers over an internal network; however, the Lead Customer Affiliate must acquire and dedicate a license for each separate computer on which the Select Software Products are installed or run from the storage device. A license for any Select Software Product may not be shared or used concurrently on different computers.*

2. Restrictions. *All copies of Select Software Products acquired or used under the Master Agreement are subject to the following restrictions:*

a. Copyright. *All title and copyrights in and to the Select Software Products (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Select Software Products), the accompanying guides, manuals and other printed materials, and any copies of the Select Software Products, are owned by Microsoft or its suppliers. The Select Software Products are protected by applicable copyright laws and international treaty provisions. Therefore, the Lead Customer Affiliate must treat the Select Software Products like any other copyrighted material. The Lead Customer Affiliate may not copy any Microsoft guides, manuals or other printed materials describing or explaining the Select Software Products. The Lead Customer Affiliate may acquire copies of any such guides, manuals and other printed materials from its Lead Customer's Large Account Reseller in quantities that do not exceed, with respect to a Select Software Product, the number of Licenses of such product the Lead Customer Affiliate has acquired. All that is granted to the Lead Customer Affiliate is a right to use the Select Software Products as set forth in the Product Use Rights.*

b. Rental Restrictions. *The Lead Customer Affiliate may not rent, lease or lend any copy of the Select Software Products.*

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c. Remedy for Breach of Warranty. The exclusive remedy of the Lead Customer Affiliate for breach of the warranty described above shall be, at the Lead MS Company's option, either (i) return of the price paid or (ii) repair or replacement of the Select Software Product that does not meet the Limited Warranty above.

4. **Liability.**

a. **Limitation of Liability.** *The total liability of the Lead MS Company and its affiliates to the Lead Customer Affiliate with respect to Select Software Products licensed under the Master Agreement shall be limited to one hundred percent (100%) of the amount having actually been paid by the Lead Customer Affiliate for Licenses obtained hereunder for the Select Software Product(s) giving rise to the liability.*

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b. **Audit Rights.** *The Lead Customer Affiliate shall keep all usual and proper records relating to its reproduction, distribution and use of the Select Software Product(s). The Lead MS Company and the Enrolling MS Companies reserve the right to audit the Lead Customer Affiliate during the term of the Master Agreement and for a period of one (1) year thereafter, provided that such audit(s) shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the operations of the Lead Customer Affiliate. Any such audit will be conducted by accountants from a nationally recognized public accounting firm chosen and engaged by the Lead MS Company or an Enrolling MS Company. In any event, the Lead Customer Affiliate shall promptly order sufficient Licenses to permit all usage disclosed by any such audit. In addition, if any such audit discloses material unlicensed use of Microsoft software, the Lead Customer Affiliate shall pay to the Lead MS Company or the Enrolling MS Company on behalf of which the audit has been conducted an amount equal to: (i) the reasonable expenses incurred in conducting such audit; plus (ii) an additional license fee of twenty percent (20%) of the estimated retail price of the Licenses required to be ordered pursuant to the preceding sentence. For purposes of this Section, "material unlicensed use of Microsoft software" shall exist if, upon audit, it is determined that, with respect to any Select Software Product the Lead Customer Affiliate has Licenses or other licenses for fewer than ninety-five percent (95%) of the copies disclosed by the audit. The Lead MS Company and its affiliates shall use the information obtained or observed in the audit solely for the purpose of determining whether the Lead Customer Affiliate has sufficient licenses for the Microsoft software it is using, and has otherwise complied with the terms of the Master Agreement. Microsoft and its affiliates will hold all such information in confidence.*

6. **Sublicense, Transfer or Assignment of Licenses.**

a. **To the Lead Customer or Enrolling Customer.** *Subject to the requirements identified in Section 6(c) below, the Lead Customer Affiliate may sublicense, transfer or assign Licenses acquired under the Master Agreement to the Lead Customer or to any Enrolling Customer, but may not obtain Licenses hereunder for the use or benefit of any person or entity other than the Lead Customer or an Enrolling Customer. The Lead Customer Affiliate sublicensing, transferring or assigning Licenses to a Lead Customer or an Enrolling Customer shall require such Lead Customer or Enrolling Customer to notify the Enrolling MS Company or the local Microsoft affiliate in the country where such Lead Customer or Enrolling Customer will be using the Select Software Products that such sublicense, transfer or assignment has occurred, or begun to occur.*

b. **With Consent.** *Except as provided in Section 6(a) above, the Lead Customer Affiliate may not sublicense, transfer or assign any Licenses without the prior written consent of the Lead MS Company or the Enrolling MS Company.*

c. **Limitations and Requirements.** *The Lead Customer Affiliate may not sublicense, transfer or assign a License to any party unless it transfers all of the licensed Select Software Product (including all component parts, the media and printed materials, and any upgrades) and the recipient agrees to the applicable terms of the Product Use Rights and of Sections 2 and*

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d. Special Limitations And Requirements With Respect To Certain Products. The Lead Customer Affiliate may not sublicense, transfer or assign any License of Microsoft® Windows® 95, Microsoft® Windows NT® Workstation, or any successor versions of those products, unless such sublicense, transfer or assignment is in accordance with the provisions of Sections 6(a) through (c) above, and, in addition, is part of a sale or transfer of the single computer system on which the licensed Select Software Product was first installed. The Lead Customer Affiliate may not transfer its right to upgrade any Select Software Product under Upgrade Advantage or Upgrade Advantage Plus.

7. Survival. Provisions of Sections 2 ("RESTRICTIONS"), 3 ("WARRANTY"), 4 ("LIABILITY"), 5 ("FACILITATING COMPLIANCE"), and 6 ("SUBLICENSE, TRANSFER OR ASSIGNMENT OF LICENSES") shall survive termination or expiration of this Participation Agreement.

The undersigned's violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Dated as of the _____ day of _____, 20____.

LEAD CUSTOMER AFFILIATE:

By: _____
Name: _____
Title: _____
Date: _____

Lead Customer Affiliate