

THE ZENITH CONNECTION AGREEMENT

THIS AGREEMENT is made this 16th day of April, 1999 between Zenith Insurance Company, Inc., a Florida corporation ("TheZenith"), and Nassau County Board of County Comm. (the "Recipient").

WHEREAS, Zenith Insurance Company offers a service called "TheZenith Connection" which will provide Recipient with access to information relating to their account(s); and

WHEREAS, the parties desire to enter into 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 Recipient and Zenith Insurance Company concerning (I) Zenith Insurance Company provision of certain information to the Recipient over TheZenith Connection and (ii) the Recipient's non-disclosure and non-use of Proprietary Information (as such term is defined hereinafter) belonging to Zenith Insurance Company.

2. **DEFINITIONS.**

- a) "Affiliate" means any business entity which controls, is controlled by, or is under common control with Zenith Insurance Company.
- b) "Confidential Information" means any and all proprietary information of Zenith Insurance Company 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 Insurance Company or its Affiliates by a third party and which Zenith Insurance Company or its Affiliates are 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 Insurance Company or its Affiliates by a third party which Zenith Insurance Company 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 Employee; or (ii) without a breach of duty owed to Zenith Insurance Company is in the possession of the Employee at the time of disclosure.

- d) "Trade Secrets" means information related to Zenith Insurance Company 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 nontechnical data related to the formulas, patterns, compilations, programs, devices, methods, techniques and processes of Zenith Insurance Company and its Affiliates. Trade Secrets also includes information which has been disclosed to Zenith Insurance Company or its Affiliates by a third party and which Zenith Insurance Company or its Affiliates is obligated to treat as confidential.

3. PROPRIETARY INFORMATION. All Proprietary Information and all physical embodiments thereof received by the Recipient through TheZenith Connection are confidential to and are and will remain the sole and exclusive property of Zenith Insurance Company. The Recipient will hold such Proprietary Information in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or any physical embodiments thereof, and the Recipient 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 Recipient to lose its confidential or proprietary character or cease to qualify as Proprietary Information.

4. PROTECTION OF RECIPIENT'S COMPUTER SYSTEM. In no event shall Zenith Insurance Company be responsible for any damage, interruption or other malfunction of the Recipient's computer system arising from the Recipient's use of TheZenith Connection. Zenith Insurance Company has advised the Recipient to take reasonable steps to protect its computer systems from viruses or other data that may be transmitted over the Internet.

5. ZENITH'S RESPONSIBILITY FOR MAINTAINING SECURITY. TheZenith Connection is protected with three levels of security:

- a) When you access TheZenith Connection you must authenticate yourself with a valid password and user name, which will be set up for you by the ZENITH Connection staff after you complete a registration process.
- b) To access TheZenith Connection 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 TheZenith Connection 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.

6. RECIPIENT'S RESPONSIBILITY FOR MAINTAINING SECURITY. In no event shall Zenith Insurance Company be responsible for password maintenance at the Recipient's location. The Zenith Connection will prompt the Recipient to change their password from time to time, however it is the Recipient's responsibility to make this change in order to insure the security of its account information. Additionally, it is the Recipient's responsibility to manage who has access to user identification and password information.

7. REMEDIES. The Recipient agrees that the covenant contained in Section 3 of this Agreement is of the essence of this Agreement; that the covenant is reasonable and necessary to protect and preserve the interests and properties of Zenith Insurance Company and the business of Zenith Insurance Company; and that irreparable loss and damage will be suffered by Zenith Insurance Company should the Recipient breach such covenant. Therefore, the Recipient agrees and consents that, in addition to all the remedies provided at law or in equity, Zenith Insurance Company 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 Recipient against Zenith Insurance Company shall not constitute a defense to the enforcement by Zenith Insurance Company of any of the covenants or agreements herein.

8. WAIVER. The waiver by Zenith Insurance Company of any breach of this Agreement by the Recipient 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.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. 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 Insurance Company or the Recipient 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.

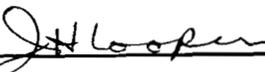
THIS AGREEMENT, AS A CONDITION OF THE RECIPIENT'S USE OF THE ZENITH CONNECTION, IMPOSES UPON THE RECIPIENT CERTAIN RESTRICTIONS WITH RESPECT TO CONFIDENTIALITY OF PROPRIETARY INFORMATION BELONGING TO ZENITH INSURANCE COMPANY. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

IN WITNESS WHEREOF, Zenith Insurance Company has executed and delivered, and the Recipient has executed and delivered, this Agreement as of the date first above written.

THE ZENITH

By: 
Title: Senior Vice President

AGENT/CLIENT NAME

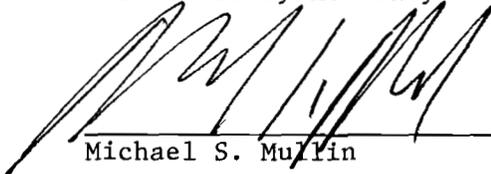
By: 
Chairman, Nassau County
Title: Board of County Commissioners

Print Name: J. H. Cooper

ATTEST:


J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney


Michael S. Mullin