

# MSB End User License Agreement

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2. License Grant. MSB hereby grants a limited, non-exclusive, non-transferable, and revocable license specific to You to use the Software in the United States in connection with calculating reconstruction cost valuations for the purpose of comparing price quotations for a residential insurance policy. You may not use the Software if You are (or acting on behalf of) an insurance company; a captive agent of an insurance company; a managing general agency functioning as an insurance underwriting or claims operation for an insurance company(s); a banking or financial institution (whether selling insurance or otherwise); an adjusting or appraisal firm and/or any independent business that functions as a third party provider of data, systems or other services to insurance agents and/or companies; or a government agency. MSB shall have the right to audit your use of the Software during the term of this Agreement and for a period of one (1) year thereafter.

2.1. License Restrictions. The following restrictions shall apply to your use of the Software. You may NOT:

2.1.1. use or integrate a third-party computer program (whether or not such program was developed by MSB or licensed to MSB by a third party) with the Software including, but not limited to, a program designed for the purposes of data collection, assimilation, arrangement, or to be used in conjunction with the Software, without the prior written consent of MSB;

2.1.2. rent, sell, lease, sublicense, assign, transfer, lend, modify, translate, time-share, electronically transmit or receive or otherwise provide the Software, or any copy thereof to any third party, either in any tangible form or electronically, including, but not limited to, through a reseller relationship, multiple access arrangement (e.g., service bureau network), time sharing arrangement or multiple CPUs without the prior written consent of MSB;

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2.1.4. translate, modify, reverse engineer, decompile or disassemble or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming or interoperability interfaces of the Software by a means whatsoever or merge all, or any part of the Software into another program, copy or create derivative works based on the Software.

3. Not a Sale. This license is not a sale. You, and not MSB, shall obtain, maintain, and operate, or cause to be obtained, maintained, and operated at your own expense, all hardware, equipment, and non-MSB software required to interface properly with the Software.

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5. Limitations and Remedies. You will indemnify and defend MSB against any third-party claims (including without limitation any discovery requests, costs or other liabilities) arising out of or related to your breach of this Agreement, or any transaction, business practice or policy, by You beyond MSB's control. IN NO EVENT WILL MSB OR ITS INTEGRATORS BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SOFTWARE, EVEN IF MSB OR AN AUTHORIZED MSB INTEGRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of indirect, special or consequential damages, so the above limitation may not apply to You, in which case, MSB's liability to You will be limited to fees paid for the three (3) months prior to the claim.

6. Disclaimer of Warranties. MSB AND ITS INTEGRATORS DO NOT GUARANTEE OR WARRANTY THE ACCURACY AND COMPLETENESS OF THE SOFTWARE. MSB DOES NOT INDEPENDENTLY VERIFY THE COMPLETENESS, ACCURACY OR AUTHENTICITY OF THE PUBLIC INFORMATION OR THIRD- PARTY INFORMATION CONTAINED IN THE SOFTWARE. THE INFORMATION REPORTED TO MSB AND THE MSB DATA MAY BE SUBJECT TO TRANSCRIPTION OR TRANSMISSION ERRORS. THE SOFTWARE IS SUPPLIED BY MSB TO YOU ON AN "AS IS" BASIS. MSB DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SOFTWARE.

7. Legal Process. You agree that You will not disclose the Software to any third party without MSB's prior approval. In the event You are requested to disclose the Software to any third party, You will give MSB timely, prompt written notice of such a request, and allow MSB the opportunity to object to such disclosure, or seek a protective order, confidential treatment or other legal remedy prior to complying with such request. Notwithstanding the foregoing, if ordered by a court of law or governing agency to disclose the Software or over MSB's objection, You shall only disclose that portion of the Software required to comply with the order and only for the duration required.

8. Force Majeure. MSB shall not be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment).

9. Term, Termination. Unless terminated in accordance with this Section 9, the initial term of this Agreement shall be coterminous with your license to use EZLynx. This Agreement may be terminated upon thirty 30 days' notice. A breach of any restriction in Section 2 will be deemed a material default under this Agreement and MSB or its appointee shall have the right to immediately terminate this Agreement.

10. Compliance with Law. MSB shall comply with all applicable laws, statutes, ordinances and regulations in its provision of the Software. You shall use the Software in compliance with all applicable laws, statutes, ordinances and regulations. You shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to your use of the Software.

11. Governing Law and Miscellaneous. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law, except that MSB may bring action in any federal court of the United States of America to protect its proprietary and intellectual property rights in the Software. You acknowledge that a breach of ownership and use restrictions under the Agreement may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to MSB for which monetary damages will not be sufficient, and agrees that MSB will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or other equitable relief without the necessity of posting a bond or proving actual damages, and such further relief as may be proper from a court of competent jurisdiction. The Agreement is not and will not be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The failure of either party to enforce any right available hereunder shall not be deemed a waiver thereof. You may not assign this Agreement or delegate your obligations hereunder without the prior written consent of MSB. Paragraph headings are for convenience only and are not a part of this Agreement. Webcetera, L.P. d/b/a EZLynx shall be an intended third-party beneficiary with rights of enforcement under this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU AGREE THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND MSB, WHICH SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT OR OTHER COMMUNICATIONS (ORAL OR WRITTEN) RELATING TO THE SUBJECT MATTER OR THIS AGREEMENT.