

FORM OF END USER LICENSE AGREEMENT

PART A - NOTICE TO ALL USERS

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PLEASE READ THIS LICENSE AGREEMENT CAREFULLY.

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PART B – TERMS AND CONDITIONS

1. Symbility Entity and Governing Law.

- a. If the Software is obtained by you, or on your behalf, when you, or the person who obtains the Software on your behalf, are in Canada or if you are an employee of a company that is a party to a Master Agreement and Symbility Solutions Inc. is a party to such Master Agreement, then
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 - ii. this License Agreement will be governed by and construed in accordance with the substantive laws in force in the Province of Ontario and the courts of Ontario shall have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by conflict of law rules of any jurisdiction or the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is expressly excluded.
- b. If the Software is obtained by you, or on your behalf, when you, or the person who obtains the Software on your behalf, are in the United States or if you are an employee of a company that is a party to a Master Agreement and Symbility Solutions Corp. is a party to such Master Agreement, then
 - i. all references to "**Symbility**" in this License Agreement shall refer to "**Symbility Solutions Corp.**" and this License Agreement will be an agreement between you and Symbility Solutions Corp.; and
 - ii. this License Agreement will be governed by and construed in accordance with the substantive laws in force in the state of Delaware and the courts of Delaware shall have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by conflict of law rules of any jurisdiction or the *United Nations Convention on Contracts for the International Sale of Goods*, the application of which is expressly excluded.

2. **License Agreement Terms.** This License Agreement is a legal agreement between you and Symbility. You are accessing and/or activating software and associated materials, content, and documentation (including any MSB Data (as defined below) included therein or delivered therewith) that have been created by, or on behalf of Symbility, its affiliates, or its licensors (collectively the "**Software**") which is made available to you by, or on behalf of, Symbility

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- b. Use of some third party materials included in the Software or Symbility Systems may be subject to other terms and conditions typically found in a separate license agreement or “Read Me” file located near such materials.
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 - ii. rent, lease, loan, export, assign, or otherwise provide access to the Software or the Symbility Systems in whole or in part, on a temporary or permanent basis, or otherwise allow any party other than you to access the Software;
 - iii. use the Software or any other Symbility intellectual property, or the Symbility Systems except as expressly authorized in this License Agreement;
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 - v. remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices in or on the Software or the Symbility Systems; and
 - vi. you shall take all reasonable precautions to prevent third parties from using, accessing or copying the Software or the Symbility Systems, as applicable, including (A) maintaining the Software in a secure location and manner and restricting access to the Software to you, as an end-user, in accordance with Section 3, and (B) implement industry standard measures and use commercially reasonable efforts to prevent unauthorized access to the Software by any person, including by implementing industry standard measures for data security.
- b. You further agree that you shall not tamper with the Software or the Symbility Systems or undertake any activity intended to bypass, modify, defeat or otherwise circumvent (or having the effect of facilitating, or assisting the bypassing, defeating or circumventing of) proper and/or secure access or operation of the Software or the Symbility Systems and/or any processes or mechanisms operatively linked to the Software or the Symbility Systems.

- c. In addition to all prohibitions contained elsewhere in this License Agreement, you further agree that you shall not, without the prior written consent of MSB:
 - i. reproduce, copy, sell, market, transmit, report, or otherwise make available to or allow any third party to access any MSB Data in whole or in part in any form or medium, including by creating a product based on or using the MSB Data, or
 - ii. create any database or other collection, subset or aggregation of all or any portion of the MSB Data contained in or collected by the Software or otherwise modify, reverse engineer or create derivative works of the MSB Data.
- d. If you receive MSB Data in an unencrypted or unsecured manner, including in a Microsoft Excel spreadsheet, upon delivery of any new MSB Data set, you agree to delete all other MSB Data sets within one business day of such delivery and agree to certify such deletion to MSB in writing.
- e. You agree that you shall exercise commercially reasonable care and diligence not to pass any computer virus, worm, bug or other computer infection to Symbility. You further agree to adopt and implement commercially reasonable preventative procedures to comply with your obligations under Section 3 of this License Agreement.
- f. You acknowledge and agree that all Data is for informational purposes only. It is your responsibility to ensure that the estimates produced by each Transaction include pricing that is consistent with components, including actual materials, equipment, and labor pricing. **"Data"** means any applicable pricing information in an organized format for the specific limited purpose of estimating fixed residential and/or commercial structural remodel and repair costs and, as applicable, contents estimating. **"Transaction"** means information relating to a distinct claim, job file, loss referral and/or record input into the Software, as identified by a unique identifier within the Software, which is enhanced, processed or manipulated using the Software, which processing may include attaching a diagram, general items box, photo, document and/or form, to generate a costs estimate.

9. **Protection of Personal Information.**

- a. You agree to afford any and all Personal Information (where **"Personal Information"** means any and all information that relates to or identifies an individual or can be used to identify an individual) reasonable industry standard security with regard to transfer and storage, to protect against any threats or hazards to the security or integrity of such information, to protect against unauthorized access to or use of such information and to protect against accidental loss or destruction of, or damage to such information.
- b. You further agree that any transfer of Personal Information will comply with all applicable data protection laws and regulations and that you will obtain all consents necessary to process or store such information in accordance with applicable law.

10. **Infringement.** If you learn that a third party is infringing, potentially infringing or misappropriating any of Symbility or its licensors' intellectual property rights relating to the Software (including the MSB Data) or Symbility Systems you agree to promptly notify Symbility.

11. **Abuses.** You agree to use the Software or the Symbility Systems for lawful purposes only and you represent and warrant that you will not use (or allow use of) the Software or the Symbility Systems in any manner: (a) that is prohibited by any law or regulation or Symbility policy; (b) that will disrupt third parties' use or enjoyment of the Software or Symbility Systems, including if its use results in automated, constant and repeated requests for data other than as permitted under this License Agreement (e.g. denial of service attack), and has a negative effect on Symbility or its systems or network (including abnormal usage that overloads servers on the Symbility network or causes portions of the Symbility network to be blocked; (c) that uses the Software, Symbility Systems or Services to create, transmit, distribute or store material that violates trademark, copyright, trade secret or other intellectual property laws; violates the privacy, publicity or other personal rights of others; violates export control or data protection laws; impairs the privacy of communications; may be threatening, abusive or hateful; or constitutes or encourages conduct that would constitute a fraud or criminal offence or gives rise to civil liability; or (d) that attempts to penetrate Symbility security (which action will also be reported to appropriate law enforcement agencies) (collectively, **"Abuses"**). If you in any way make, facilitate, aid or encourage any Abuse, Symbility may in its sole discretion, immediately terminate the license to the Software, your access to the Symbility Systems, the Services and/or this License Agreement with no refunds offered or due to you. Symbility also reserves the right, in its sole discretion, to suspend or terminate the license to the Software and, your access to the Symbility Systems upon notice to you for any Abuse. Failure to promptly correct such an Abuse within 48 hours notice of receipt of notice from Symbility may result in termination of this License Agreement and, your access to the Symbility Systems. Indirect or attempted violations of this Section shall also be considered violation of this Section 11.

12. **Audit.** You agree to permit Symbility or a representative of Symbility to examine the facilities and systems where the MSB Data is maintained to the extent required to verify your compliance with this Agreement, provided that each such examination will (a) be at Symbility's sole expense, (b) be during your normal business hours, and (c) you and Symbility will cooperate so as to minimize any disruption or interference with your operations.

13. **Client Services.**

- a. Symbility will make available its telephone technical support Monday to Friday 8:00 a.m. – 8:00 p.m. ET and Saturday and Sunday 9:00 a.m. – 6:00 p.m. ET, excluding statutory holidays applicable to Symbility's operations. These services, terms of service and service hours are subject to change without notice.
- b. Symbility reserves the right to do any of the following, at any time, with or without notice: (a) to modify, suspend or terminate operation of or access to the Software, Services or Symbility Systems, or any component thereof, for any reason; (b) to modify or change the Software, the Services or the Symbility Systems, or any component of either of same, and any applicable policies or terms; and (c) to interrupt the operation of the Software, or any component thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

14. **Termination.**

- a. This License Agreement and your license to use the Software commence upon the earlier of (a) your acceptance of this License Agreement by clicking on the "I Agree" button below, or (b) your first use of the Software, as applicable, and will continue until you fail to be in compliance with the terms and conditions of this License Agreement, or this License Agreement is terminated. Symbility may at its sole discretion immediately terminate your license to use the Software and/or your access to the Symbility Systems with or without notice to you. Upon the termination of this License Agreement, you shall immediately cease using the Software and the Symbility Systems, and shall permanently destroy and/or delete all copies of Confidential Information, including the Software any and all MSB Data.
- b. Section 4 "Ownership of the Software and Symbility Systems," Section 5 "Ownership of MSB Data" and Section 16 "Disclaimer of Warranties and Limitation of Liability" of this License Agreement shall continue in force after any termination or expiration of this License Agreement or any amended, subsequent or replacement agreement.

15. **Amendments.** Symbility may from time to time, with reasonable notice to you, amend, modify, or supplement this License Agreement. Please check the Website regularly for revisions to this License Agreement.

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- a. For greater certainty, the below disclaimer applies to, among other matters and with respect to the Software, any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of, whether for breach of contract, tort, negligence or any other cause of action.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) SYMBILITY, ITS SUBSIDIARIES, AFFILIATES, PARTNERS, EMPLOYEES, DIRECTORS, CONTRACTORS AND ITS LICENSORS (SUCH PERSONS, THE "**PROVIDERS**") DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE AND THE SYMBILITY SYSTEMS AND THE MSB DATA, (B) THE PROVIDERS DO NOT PROMISE THAT THE SOFTWARE OR THE SYMBILITY SYSTEMS OR THE MSB DATA, WILL BE ERROR-FREE OR THEIR USE UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SOFTWARE OR THE SYMBILITY SYSTEMS OR THE MSB DATA WILL PROVIDE SPECIFIC RESULTS, AND (C) THE SOFTWARE AND THE SYMBILITY SYSTEMS AND THE MSB DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND THE SYMBILITY SYSTEMS REMAINS WITH YOU. THE PROVIDERS CANNOT ENSURE THAT THE SOFTWARE OR THE SYMBILITY SYSTEMS, OR ANY FILES OR OTHER DATA ASSOCIATED OR INCLUDED WITH THE SOFTWARE OR THE SYMBILITY SYSTEMS OR THE MSB DATA WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. IN NO EVENT SHALL THE PROVIDERS BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING ANY INACCURACY OF DATA, LOSS OF PROFITS OR BUSINESS INFORMATION, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE SYMBILITY SYSTEMS OR THE MSB DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE PROVIDERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE SYMBILITY PER CLAIM FEES ACTUALLY PAID BY YOU (OR ON YOUR BEHALF PURSUANT TO A MASTER AGREEMENT) AS THE USER OF THE SOFTWARE DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
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- d. In no event will Symbility be liable for any use or misuse of any of your or any third party hardware operating systems, or equipment, monitoring or management of the servers on which the Software resides or the installation, where applicable, of the Software, or any of your data (or that of any third party) or any unauthorized use or misuse of the Software. It is your responsibility to protect the foregoing hardware, operating system, equipment, and your data (and that of third parties).
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 - iii. allegations arising from a claim by you relating to the provision of the Services;
 - iv. any claim made by a third party with respect to, arising from, or alleged to result from, arise out of, or in connection with any breach of any representation, warranty or covenant or obligation set forth in this License Agreement by you the Customer; or
 - v. your acts or omissions that are negligent, grossly negligent, reckless, or wilful.

17. **Fees.** You agree you pay all applicable fees and charges to Symbility as required.

PART C - SYMBILITY ADDITIONAL TERMS FOR USE OF SKYMEASURE REPORTS, IF APPLICABLE

You (referred to herein as "User" or "you") have registered an online account with SkyMeasure ("SkyMeasure", "we" or "us") through Symbility to purchase certain SkyMeasure property reports from Symbility which incorporate proprietary data of SkyMeasure and data which SkyMeasure has licensed from one or more third persons, and such other products as SkyMeasure, through Symbility, may make available for purchase through Symbility's websites ("Sites") from time to time ("SkyMeasure Reports" or "Reports"). Your transactions with Symbility for use of SkyMeasure Reports are governed by SkyMeasure's Privacy Policy, and the following terms and conditions of Symbility's Terms for Use of SkyMeasure Report ("Terms of Use"). Symbility's agreement to transact with you is expressly subject to your agreement to all of the terms contained herein, without modification. In the event of any conflict or inconsistency between the subject matter of these Terms of Use and the SkyMeasure Privacy Policy, the following priority shall apply for purposes of which terms govern and control:

- a. Terms of Use, then
- b. SkyMeasure Privacy Policy

We reserve the right to change these Terms of Use at any time, effective immediately upon posting on our Sites. If you violate these Terms of Use, we may terminate your use of the Sites, bar you from future use of the Sites or take appropriate legal action against you.

Warranty for Roof Measurement Reports

For roof measurement Reports ("Roof Measurement Reports"), Symbility will provide a total roof area calculation in the applicable SkyMeasure Report that is no more than 5% different than the actual field measurement of the roof area, as calculated by a qualified contractor. Symbility will refund fees for Roof Measurement Reports with total roof area calculation that does not meet this standard and to which Symbility is notified of such condition within 30 calendar days of delivery. Symbility reserves the right to physically confirm the field measurement before or after such credit is issued.

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Guidelines for Using Roof Measurement Reports

To help ensure satisfaction, we recommend the following guidelines when ordering and using a Roof Measurement Report:

- a. Verify the correct property location when entering your report by "clicking" and "dragging" the pin directly over the correct structure on the verification map.
- b. Once you have received the Report please take it to the job site during your inspection process to verify that the structure or area that was measured matches the property location. Perform a quick walk around the property with the Report in hand to verify that all details of the roof are included in the Report.
- c. Once you have completed steps (a) and (b) we recommend that you verify the longest Eave or Ridge measurement and the pitch of the entire structure (in most cases this can be done from the ground).
- d. In the case of a multiple building project, such as an apartment or condominium complex, please repeat the guidelines above (a), (b) and (c) for each structure as needed.

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“Content” means SkyMeasure Content or Third Party Content, as the case may be.

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“Third Party Content” means (i) aerial imagery and any other data obtained by SkyMeasure under the Main Reseller Agreement (“Imagery”) and (ii) any other proprietary content of any other third Person(s), which is used by SkyMeasure to prepare SkyMeasure Reports.

“Third Party Content Owner” means (a) Google, Inc., a Delaware corporation with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043, who is the owner of the Third Party Content licensed to SkyMeasure under the Main Reseller Agreement and (b) any other third Person(s) which owns Third Party Content.

“Third Party Content Agreements” means any license, reseller, user or other agreement, including, without limitation, the Main Reseller Agreement, under which SkyMeasure licenses or otherwise has use rights with respect to any Third Party Content included in any SkyMeasure Report deliverable hereunder.

Confidentiality

You acknowledge that in connection with your transacting with SkyMeasure that you may gain access to confidential information of SkyMeasure. You agree that you will maintain strict confidentiality of SkyMeasure confidential information, and you will not (i) use SkyMeasure confidential information other than in connection with performing your obligations and exercise your rights as outlined in these Terms of Use (the “Permitted Use”) or (ii) disclose SkyMeasure confidential information without our specific prior written consent; provided you may disclose our confidential information only to your employees and agents who: (a) have a “need to know” such information in connection with the Permitted Use; (b) have been apprised of the requirements of these Terms of Use; and (c) are themselves bound by restrictions at least as restrictive as those set forth herein. You agree to be responsible for your employees’ and agents’ compliance with these Terms of Use. As used herein, SkyMeasure “confidential information” means information that is marked or designated as “confidential” or “proprietary” or the like, or which would normally be considered confidential under the circumstances, including, without limitation, SkyMeasure’s or any of its affiliated entities’ business strategy, plans, current and future product and service offerings, customer lists, vendor lists, financial information, personnel information, and organizational information.

Termination

We may terminate your account with Symbility for SkyMeasure Reports and authorization to use our Sites, including the ability to continue ordering any Reports, at any time and for any reason. Termination will not affect your right to continue using Reports previously purchased and paid for in full in accordance with these Terms of Use, or your obligation to pay for Reports ordered at the time of termination which have not been already paid for. Following termination or at any time upon our written instruction, you agree to (i) return to Symbility all SkyMeasure documents and tangible materials (and any copies)

containing any SkyMeasure confidential information, (ii) permanently erase all SkyMeasure confidential information from your computer systems and (iii) certify in writing to Symbility that you have complied with these requirements.

The provisions set forth in the following Sections of these Terms of Use, and any other right or obligation set forth herein that, by its nature, should survive termination of your account, will survive termination of your account indefinitely (or for such shorter period as may be allowed under applicable law) : “Warranty for Roof Measurement Reports” (which shall only survive per Report for the applicable 30-day warranty period described above); “Confidentiality”; “Limitation of SkyMeasure Liability”; “Publicity”; and “Governing Law and Jurisdiction/Venue for Disputes”.

Limitation on Symbility and Third Party Content Owner Liability

SYMBILITY AND/OR THE CONTENT OWNER(S) SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH TRANSACTIONS CONDUCTED WITH YOU UNDER THESE TERMS OF USE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY CONTRARY TERM HEREIN, USER AGREES THAT SYMBILITY AND OR THE CONTENT OWNER(S) SHALL NOT BE HELD LIABLE FOR ANY AMOUNT IN EXCESS OF THE AGGREGATE SUM OF ALL PAYMENTS MADE BY USER TO SYMBILITY DURING THE 12 MONTH PERIOD ENDING ON THE DATE ANY SUCH LIABILITY ARISES.

Force Majeure

Symbility will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, unusually severe weather conditions and Internet disturbance) that is beyond its commercially reasonable control.

Publicity

You agree not to issue or release any announcement, statement, press release or other publicity or marketing materials relating to these Terms of Use or any transactions with SkyMeasure without the specific prior written consent of an authorized representative of Symbility.

Relationship of the Parties

Nothing in these Terms of Use or the course of transacting between you, Symbility and SkyMeasure shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between you and SkyMeasure, and neither of you or SkyMeasure shall have authority to contract for or bind the other in any manner whatsoever.

Severability

If any term or provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify these Terms of Use so as to effect the original intent herein as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby can be consummated as originally contemplated to the greatest extent possible.

Governing Law and Jurisdiction/Venue for Disputes

These Terms of Use and all transactions hereunder shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of these Terms of Use or any transactions hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in the city of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Any rights not expressly granted herein are reserved.