

Terms of Use and Privacy Policy

Welcome to www.Maprisk.com, a website and application platform ("intermittently referenced herein as "**Platform**" or "**App**") owned and operated by MapRisk, LLC. ("**Company**"). By using the App, you agree to follow and be bound by these terms of use ("**Terms of Use**"), and the Privacy Policy and Full Disclaimer, which are hereby incorporated into these **Terms of Use**.

In these **Terms of Use**, the words "you" and "your" refer to each App subscriber, visitor or user, "we", "us" and "our" refers to the Company and "Services" refers to all services provided by us through the Site.

We may revise these **Terms of Use** at any time without notice to you. It is your responsibility to review these **Terms of Use** periodically. If at any time you find these **Terms of Use** unacceptable or ***if you do not agree to these Terms of Use, please do not use this App.*** If you have any questions about these **Terms of Use**, please contact us at.

YOU AGREE THAT, BY USING THE APP AND THE SERVICES, YOU ARE AT LEAST 18 YEARS OF AGE, YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT AND AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

1. APP DESCRIPTION, DISCLAIMER, FEES, CONTENT

By using the App, you agree to follow and be bound by these terms of use ("Terms of Use"). In this respect, the App provides subscribers to the App, through the establishment of their own dashboards on the platform, with the ability to: (i) identify and evaluate opportunities for the issuance of insurance (ii) to use the data derived from the platform to structure bid proposals and (iii) to negotiate and conclude the terms of insurance contracts (collectively, the "**Purpose**").

Although the App offers a platform for the Purpose, the Company is not an agent for any user of the App nor is it a party to any transaction that may be negotiated between you and other users of the App. In this respect, you agree that the Company shall have no liability whatsoever for: (i) damages, loss, or casualty arising from or related to any data or information accessed through the App; (ii) undelivered or misdelivered data; (iii) cancellation of insurance policies; (iv) payments, or failure to pay, by any party to any transaction arranged by you and another user of the App; (v) physical damage to vehicles, property, or personal injuries sustained by you or third persons arising from the negligent, reckless or intentionally tortious actions by any person or user who has engaged in a transaction that derives from the use of the App; (vi) theft or misappropriation of personal or physical location data that you post on the App; or (vii) any other direct, incidental or consequential damages arising from an insurance transaction arranged by you through your use of the App.

Although the Company exerts all reasonable commercial efforts to keep the documents, information, data, software and related information that the Company makes available on the App (collectively, the "**Information**") accurate, current and up-to-date, and to ensure that your access to the App is as continuous as possible, the Company cannot guarantee, and does not warrant, that your access to the App will be uninterrupted or error free. Similarly, the Company cannot guarantee that all of the information on the App is completely current or applicable to your circumstances. The Company is not an insurance broker, risk management agent, or actuary nor does the information contained on the App constitute insurance, legal, or regulatory advice. For these reasons, the Company does not warrant or guarantee that the information presented on the App is correct, complete or up-to-date. If you need legal, regulatory, risk management or actuarial advice with respect to your specific situation, or any issue or document related thereto, you should consult a licensed attorney in your area.

1.1 Fees

There are no membership fees to register for our platform and to obtain basic data. However, if you want to obtain additional data, there will be a per-use fee for each inquiry-item of returned data depending on the nature of the specific inquiry, as set forth on our pricing fees document ("**Basic Fee**"). All Basic Fees will be payable by credit card and the payment shall be processed through our payment processor.

Corporate users may establish a corporate enterprise account pursuant to which the corporate user will be able to establish a dashboard on the platform and on which it can authorize designated employees to make inquiries and receive and store downloaded data. ("**Corporate Account**").

Company reserves the right to change or amend all or any portion of the Basic Fee or Corporate Fees, at any time and in its sole discretion, in accordance with the amendment and notification provisions of this Agreement (See Amendment and Notification below).

Except with respect to Basic Fees that are paid by credit card, you will pay all fees owed to Company upon receipt of any invoice therefor. Company reserves the right to deliver any invoice to you by: (i) posting an invoice to your account section of the Site; or (ii) emailing an invoice to you at the address you have provided in your account settings. Transmission of any invoice in this manner shall constitute receipt by You. Additionally, you agree not to interfere with the billing process or attempt to circumvent the fees in any way.

Unless otherwise stated, all fees are listed and shall be required to be paid in US Dollars. You are responsible for all fees and taxes associated with usage of the Site. Company reserves the right to collect on accounts due by various means including but not limited to the use of collection agencies, legal counsel, and direct charge to payment methods that are on file. You will be responsible for all costs of collection (including reasonable attorneys' fees) in the event you fail to pay any amounts due to Company hereunder.

1.2 Use of Content

You grant to Company and its affiliated entities an irrevocable, non-exclusive, worldwide, royalty-free, perpetual license and right to publish, reproduce or otherwise use all materials, text, information, images, photographs or other content listed, posted, displayed or otherwise submitted by you to the Site (collectively, the "Materials") for all purposes, in any medium whatsoever. It shall be Your sole and exclusive responsibility to secure any necessary permissions and/or authorizations to list, post or display any Materials on the Platform where such rights are held by third parties.

1.3 Representations, Warranties and Additional Agreements

You represent and warrant that you have the full power and authority to enter into this Agreement and to grant to Company the rights set forth herein.

You agree to comply with the Platform's policies and guidelines as they may exist from time to time.

2. YOUR INFORMATION

When you open an account to use or access certain portions of the App, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a user name and password. If you choose to register, you agree to: (a) supply the information requested in the registration process, (b) ensure that all the information you supply to us is accurate, and (c) update your personal information. You are entirely responsible for the maintaining the confidentiality of your password. You may not use a third party's account, user name or password at any time. You agree to notify Company immediately of any unauthorized use of your account, user name or password. Company shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by Company, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

In connection with the use of certain of Company's Services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant Company a worldwide, royalty-free, non exclusive, and fully sub licensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling you use of the App so as to enable you to effect the Purpose through our App. You may revoke this license and terminate Company's rights at any time by removing your personal information from the Platform.

3. OWNERSHIP

This App is owned and operated by Company. All right, title and interest in and to the software, data, and materials provided on this App, including but not limited to information, documents, logos, graphics, sounds and images (the "**Materials**") are owned or licensed by Company. Except as may be expressly stated on the App, or in these Terms of Use, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way, and nothing in this Agreement shall be construed to confer any license to you under any of Company's intellectual property rights, whether by estoppel, implication or otherwise. Company does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being licensed herein. Any rights not expressly granted herein are reserved by Company.

4. LIMITED LICENSE TO ACCESS APP; SUBSCRIPTION FEE

Subject to your payment of the applicable fees referenced in Section 1.1, above, Company hereby grants you a limited license to access, download, use, view, and print the Materials found on the App on any single, stand-alone server or mobile device solely for your personal, informational, or internal business use provided that: (i) the copyright and trademark notice appearing below appears in such Materials, (ii) the Materials are not used on any other Web site nor in a networked computer environment and (iii) the Materials are not modified except as is necessary for you to effect the Purpose through

the use of our Platform. This license terminates automatically without notice if you breach any of the terms or conditions of these **Terms of Use**. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this App may violate copyright laws, trademark laws, laws of privacy and publicity, communications regulations and statutes as well as other rights, laws, rules, regulations and statutes.

5. RIGHTS IN USER CONTENT; TERMINATION OF ACCESS.

Rights and Responsibilities of Company. Company respects the intellectual property of others, and we ask our users to do the same. Company may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringers of the rights of third parties in the App, the Materials, or of any user posted content. If you believe that your content posted on the Platform has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Company's Copyright Agent with the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed **use** is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Termination of Access. If Company's technical staff finds that files or processes belonging to a user or subscriber poses a threat to the proper technical operation of the Platform or to the security of the App or of other members, Company reserves the right to delete those files or to stop those processes. If Company technical staff suspects a user name is being **used** by someone who is not authorized by the proper user, Company may disable that user's access to the App in order to preserve system security.

Company reserves the right to refuse service to anyone and to user access at any time.

6. NO WARRANTY

THE APP AND ALL MATERIALS, DOCUMENTS OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT: (A) THE APP OR THE MATERIALS WILL MEET YOUR SPECIFIC COMMERCIAL REQUIREMENTS; (B) THE APP OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE **USE** OF THE APP, OR ANY MATERIALS OFFERED THROUGH THE APP, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SHIPMENTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED, ARRANGED OR OBTAINED BY YOU THROUGH THE APP OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS OR ARE SUITABLE FOR YOUR **USE** OR CIRCUMSTANCES.

ISSUING, AMENDING, NEGOTIATING, PROCURING OR ANALYZING INSURANCE POLICIES ON THE BASIS OF DATA OR REPORTS OR ANY MATERIALS ACCESSED THROUGH THE USE OF THE APP IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR ACCESS TO OR DOWNLOAD OF ANY CONTENT, DATA, MATERIALS, INFORMATION OR SOFTWARE FROM THE APP.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, OR LICENSEES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THIS APP OR MATERIALS AVAILABLE FROM THIS APP, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IF YOUR USE OF MATERIALS FROM THIS APP RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, OR IN THE LOSS, THEFT OR DAMAGE OF FREIGHT SHIPMENTS THAT YOU ARRANGE THROUGH THE APP, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE, IN SUCH A SITUATION, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH INSTANCE THE MAXIMUM LIABILITY OF THE COMPANY TO YOU IS \$10,000.00 OR THE LOWEST AMOUNT ALLOWABLE UNDER THE APPLICABLE LAWS.

8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Company our officers, directors, shareholders, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the App and the Materials.

9. UNSOLICITED SUBMISSIONS

Except as may be required in connection with your use of the App or Services, Company does not want you to submit confidential or proprietary information to us through this App. All comments, feedback, information or material submitted to Company through or in association with this App shall be considered non-confidential. By providing such submissions to the App, you hereby grant to Company a license to use, reprint, distribute, modify and create derivative works from such information (collectively "**Derivatives**"), all of which Derivatives will be owned by Company. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

10. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS

When accessing the App or using the App's Services, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the App is at all times governed by and subject to the federal and state laws of the United States of America regarding patent, copyright, trademark, trade secret and other intellectual property rights collectively ("**Intellectual Property Rights**"). You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content on the App in violation of any third party's Intellectual Property Rights.

11. INAPPROPRIATE CONTENT

When accessing the App or using Services, you agree not to upload, download, display, perform, transmit or otherwise distribute any content that: (a) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate or delete such material from its servers. Company will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

12. COMPLIANCE WITH EXPORT RESTRICTIONS

You may not access, download, use or export the App or the Materials in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Materials are subject to the United States Export Administration Laws and Regulations and agree that none of the Materials or any direct product therefrom is being or will be acquired for, shipped, transferred or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

13. MISCELLANEOUS

Terms and Termination. This Agreement is effective until terminated. Either you or Company may terminate this Agreement for any reason by providing the other with seventy-two hours' notice by email at the email address that you provide upon your registration with the App as a subscriber, or, if to Company, at the following email address support@maprisk.com. Company may terminate this Agreement immediately, and may immediately suspend your further access to the App if you breach any of the terms of this Agreement. If such breach is not cured within twenty-four hours from the notice of termination of this Agreement, Company may permanently discontinue your further access to the App for any purpose. Within five (5) days after the date on which you receive notice of the termination of this Agreement, you shall return to Company or destroy, at Company's option, all copies of the Materials that may be in your possession or control, including any and all copies made by you. Upon Company request, you will certify in a written document signed by you that all copies of the Materials have been returned to Company, or destroyed, and that no copies of the Materials are in your possession.

Law and Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All disputes arising under this Agreement or its subject matter that cannot be settled by good faith negotiation shall be decided by arbitration under the rules of the American Arbitration Association. The decision of the arbitrator or arbitrators shall be final. The site of the arbitration will be in Miami, Florida, unless otherwise expressly agreed, and the arbitration award shall be enforceable in any court of competent jurisdiction. Notwithstanding anything contained in this Section 13.2 to the contrary, Company shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce Company rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees from the other party.

Entire Agreement. This Agreement sets forth the entire understanding between You and Company with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, oral and written, as they regard the licensing of the Software. This Agreement may be amended only in a writing signed by both parties. No vendor, distributor, dealer, retailer, sales person or other person is authorized to modify this Agreement or to make any warranty, representation or promise which is different than, or in addition to, the representations or promises of this Agreement.

No Waiver, Severability. Independent Contractor No waiver of any right under this Agreement shall be effective unless in writing, signed by a duly authorized representative of the waiving party; failure to insist upon strict compliance with this Agreement shall not be deemed a waiver of any future right arising out of this Agreement. The relationship between Company and you under this Agreement is intended to be that of independent contractor. Nothing in this Agreement shall be construed to create any partnership, joint venture, and employer-employee or agency relationship of any kind. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

No Assignment. Neither party may assign or transfer this Agreement, nor shall any such attempted assignment or transfer be null and void. Notwithstanding the foregoing: (a) Company may assign this Agreement without consent to: (i) an affiliated company, or (ii) a party acquiring all or substantially all of the business of Company, and (b) You may assign this Agreement without consent to a party acquiring all or substantially all of your business.

Binding Agreement. BY DOWNLOADING OR USING THE APP, YOU ACKNOWLEDGE THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you have any questions concerning this Agreement, you may contact Company at support@maprisk.com.

Location, Inc. To the extent your **use** of and/or access to the App, Platform, Services, and/or Site involves, results in, discloses, and/or contains confidential, proprietary, and/or trade secret information from Location, Inc. Group Corporation ("Location, Inc."), including without limitation, information from Location, Inc.'s database(s) containing its SecurityGauge®, NeighborhoodScout®, and/or ScoutVision™ brand of data (collectively, the "Location, Inc. Data"), the following terms and conditions shall apply:

- A. You shall not disseminate, reproduce, or in any way disclose to any other person or entity the Location, Inc. Data. Absent prior written consent of Location, Inc., you shall disclose the Data only to those of your employees and independent contractors who have previously agreed to be bound by, or are otherwise obligated to abide by, the terms and conditions of this Agreement, and your in-house and outside legal counsel who need to know such information. You shall treat the Location, Inc. Data as strictly confidential using commercially reasonable measures at least equal to those used by you with respect to your own confidential, proprietary, and/or trade secret information.
- B. Location Inc®, SecurityGauge®, NeighborhoodScout®, and ScoutVision™ are protected marks of Location, Inc., and Location, Inc. will enforce its intellectual property rights to the fullest extent of the law to prevent infringement of its protected ideas, formats, design, organization, and other original content. The Location, Inc. Data are likewise copyrighted, and some of the Location, Inc. Data and related information is patented or patent pending. All such intellectual property rights will be enforced to the fullest extent of the law to prevent infringement and you agree to indemnify, defend, and hold harmless Location, Inc. from and against any losses, costs, damages, and expenses concerning your violation thereof.
- C. You agree to indemnify, defend, and hold harmless Location, Inc., its directors, officers, employees and affiliates from and against all claims, losses, liabilities, costs and expenses attributable to: (a) any allegation of intellectual property infringement in any way arising out of your use of the Location, Inc. Data after receipt by you (but not as to the Location, Inc. Data itself, as delivered to you), and (b) End User's use of the Location, Inc. Data (but not if the same is attributable to the Data itself, as delivered to you).
- D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LOCATION, INC. SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOCATION, INC. DATA FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF LOCATION, INC. IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

- E. Your right to use the Location, Inc. Data is specific to you and you may not sub-license, re-sell, transfer or assign your rights concerning the Location, Inc. Data (or anything derived in whole or in part therefrom) to any third party without the express written consent of Location, Inc., in Location, Inc.'s sole discretion. You may not reverse engineer or attempt to reverse engineer the Location, Inc. Data. The Location, Inc. Data may not be distributed by you, publically or otherwise, free or otherwise, and may not be used for any other purpose except as expressly set forth in this Agreement, without the express written consent of Location, Inc. You shall take all commercially reasonable steps to prevent the unauthorized use, downloading, printing, mailing, dissemination, and/or other unauthorized use of the Location, Inc. Data, including without limitation, housing the Location, Inc. Data behind firewalls necessary to prevent unauthorized use of the Location, Inc. Data.
- F. The Location, Inc. Data is provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Location, Inc., its partners, shareholders, directors, officers, employees, successors and assignees do not warrant that the Location, Inc. Data, including any "geocoding services" (the conversion of street addresses and/or place names to geographic latitude and longitude coordinates) is complete, accurate or error-free. In the event a "confidence" or other score, ranking, and/or conclusion is provided in relation to any Location, Inc. Data, including, without limitation, geocoding services and/or the determination of the location of any address or place, it is purely for your consideration in evaluating the accuracy of the same, and in no way constitutes a representation, guaranty, and/or warranty of the accuracy and/or reliability of the same. By using the Location, Inc. Data, you expressly understand and agree that such use is at your own risk, and that Location, Inc. will not be liable to you or any other user of such information, or to any third party, for any loss, expense, or damage, including, but not limited to, consequential, incidental, special or punitive damages, and lost profit or revenue, however it arises, which results directly or indirectly from the use of or reliance upon the Location, Inc. Data. Location, Inc. makes no warranty as to the results that may be obtained from using the Location, Inc. Data, and you expressly agree that the Location, Inc. Data, including, without limitation, any information, scores, ratings, geocoding and/or location services, interpretations, recommendations, assessments, analyses, forecasts, and/or other content, is a work of art and, as such, no warranties are expressed or implied, including, without limitation, with regard to the risk, suitability, desirability, danger, hazard, threat, safety, and/or value of and/or at any property, location, neighborhood, or area for any purpose whatsoever. By its nature, risk and other Location, Inc. Data and services like that provided by Location, Inc. does not guarantee any particular outcome. Consequently, Location, Inc. makes no warranty and/or guaranty whatsoever that any particular crime(s), incident(s), condition(s), and/or result(s) will or will not be present and/or occur at or near any particular location or during any particular time period. Forecasts of potential occurrences or non-occurrences of future conditions and events are inherently uncertain. Actual results may differ materially from what is predicted by Location Inc. Nothing contained in the Data or generated by Location Inc. is, or should be relied upon as, a promise or representation as to the actual future performance or result. No representation is made as to the accuracy of any forecast, estimate, or projection. To the extent information provided is prospective in nature, and thereby forecasts the potential occurrence of future conditions and/or events, such information is inherently uncertain and, accordingly, should not and may not be relied upon alone and/or in combination with other information concerning insurance decisions, business transactions, or other forward-looking matters.
- G. After the expiration or earlier termination of this Agreement, you may access and use the Location, Inc. Data in accordance with this Agreement, but you expressly recognizes that: (a) the age of the Location, Inc. Data may adversely affect its accuracy, reliability, and/or usefulness, and (b) Licensee shall in no event (i) disclose, disseminate, reproduce or publish any portion of the Location, Inc. Data (or any derivative, product, or by-product thereof, or combination therewith), in any manner, (ii) use the Location, Inc. Data to create, enhance or structure any database in any form for future use, resale or distribution, and/or (iii) use the Location, Inc. Data, in whole or in part, to create derivative products or models. In the event of your breach of this Agreement: (w) you shall immediately cease all use of the Location, Inc. Data in all forms and places, (x) your right to use the Location, Inc. Data, and anything derived in whole or in part from the Location, Inc. Data, shall terminate immediately, (y) you shall remove the Location, Inc. Data in its entirety from your computers, servers, and other media, such that it is not accessible to you or any other party. and (z) you shall within ten (10) days of a request for the same, execute and deliver to Location, Inc. a signed statement confirming your compliance with the aforesaid (w)-(y). The obligation to protect the confidentiality of the Location, Inc. Data shall survive the expiration or earlier termination of this Agreement.
- H. Upon reasonable notice, at a mutually agreeable time, and at Location, Inc.'s expense (except in the event of your breach), Location, Inc. may periodically audit your books and records (hard copy and electronic) relevant to your use of the Location, Inc. Data to verify (a) the authorized users with access to the Location, Inc. Data via any means, and (b) your compliance with the terms and conditions of this Agreement.
- I. Any litigation arising under this Agreement that concerns Location, Inc. and/or the Location, Inc. Data shall be brought in the state or federal courts located in Worcester County, Massachusetts. You hereby expressly waive any defenses you may have before such courts based on a lack of personal jurisdiction or inconvenient forum. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any such lawsuit, including, without limitation, reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement and/or any judicial order or judgment by way of collection or otherwise.