

## SECURITYCOVERAGE ONLINE BACKUP LICENSE AGREEMENT

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THIS ONLINE BACKUP SOFTWARE (“PRODUCT(S)"). BY CLICKING THE “AGREED” BUTTON BELOW OR ACCESSING, USING OR INSTALLING ANY PART OF THE PRODUCT, YOU: (1) EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT; (2) ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT; AND (3) ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION AND/OR HOUSEHOLD WITH THE AUTHORITY TO EXECUTE THIS AGREEMENT ON ITS BEHALF.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY EXIT THE SETUP PROCESS AND YOU MAY NOT ACCESS, USE, OR INSTALL ANY PART OF THE PRODUCT. THIS LICENSE AGREEMENT IS SUBJECT TO CHANGE WITHOUT NOTICE. This Agreement is made by and between SecurityCoverage, Inc., 230 2nd St. SE, Suite 312, Cedar Rapids, IA 52401, ("SecurityCoverage") and the end user, either an individual or an entity ("Customer"). This Agreement sets forth the terms and conditions pursuant to which SecurityCoverage shall provide the Product to Customer.

1. Product License Grant. SecurityCoverage hereby grants to Customer a limited, nonexclusive, royalty-free license to use the executable code version of the Product as authorized in this Agreement. This Agreement does not sell, transfer, or convey rights of ownership in the Product.

### 2. Scope of Use.

a. Products. The term “Product(s)” as used herein is meant to include this Online Backup software, website (including without limitation, HYPERLINK "<http://www.securitycoverage.com>" [www.securitycoverage.com](http://www.securitycoverage.com)), all other documentation, features, tools, and any other Online Backup service provided by SecurityCoverage or its authorized resellers, distributors, and licensees.

b. Customer may distribute the Product to third-parties only where such third-parties are aware of, and agree to be bound by, the terms and conditions contained in this Agreement. Such distribution shall include all files associated with the Product. All trademarks, service marks, patents, copyright and other proprietary notices must be reproduced when making copies in whole or in part.

c. Customer may only use the Product in accordance with its intended use as documented by SecurityCoverage and delivered as part of the Product. You may not use the Product for any unlawful purpose. The Product may not be

used to store, backup, or distribute child pornography or other illegal content. Customer agrees to comply strictly with all such laws and regulations.

d. The Product is licensed to the Customer for Customer's personal use only. The Product may not be used to support any third party product or service without the express written consent of an authorized representative of SecurityCoverage. Such consent may require license costs and other associated fees.

e. Customer may not modify the Product, any accompanying documentation, or any file utilized in the delivery or distribution of the Product or any accompanying documentation, without the express written consent of an authorized representative of SecurityCoverage.

f. Customer may not reverse engineer, decompile, or take any other steps consistent with an attempt to reveal any confidential, trade secret, or other non-public information associated with the Product. Further, Customer may not assist any other party attempting to reverse engineer, decompile, or take any other steps consistent with an attempt to reveal any confidential, trade secret, or other non-public information associated with the Product. Should Customer become aware of any activity in violation of this term, whether or not under Customer's control or authorization, Customer shall inform SecurityCoverage of such activity and assist SecurityCoverage in terminating such activity and protecting SecurityCoverage's rights.

g. Customer may not sell, rent, lease, or otherwise charge for the distribution, installation, use, copying, or storage of the Product, without the express written consent of an authorized representative of SecurityCoverage. Such consent may require license costs and other associated fees.

h. Customer may not sell, rent, lease, distribute, or use the Product, nor cause the Product to be sold, rented, leased, distributed, or used, where such sale, rental, lease, distribution, or use is prohibited by any statute or governmental agency of the United States or other international, national, or local entity having jurisdiction at the point of sale, rental, lease, distribution, or use, nor may Customer sell, rent, lease, distribute, or use the Product where Customer is aware that such sale, rental, lease, distribution, or use is likely to result directly or indirectly in a sale, rental, lease, distribution, or use prohibited by any statute or governmental agency of the United States or other international, national, or local entity having jurisdiction at the point of initial or subsequent sale, rental, lease, distribution, or use.

### 3. Term and Termination.

The terms and conditions of this Agreement shall remain effective until this

Agreement is terminated. Termination may be affected as follows:

a. Termination by Customer. Customer may terminate this Agreement at any time by uninstalling and choosing to cancel their subscription and destroying all copies of the Product, as indicated below.

b. Termination by SecurityCoverage. SecurityCoverage may terminate this Agreement at anytime and for any reason without notice to Customer. Upon termination of this Agreement, Customer shall uninstall, return, delete, or destroy all copies of the Product, or any portion of the Product, remaining in Customer's possession or under Customer's control, including all distribution media containing distributable copies of all or any portion of the Product.

4. Ownership and Confidential Information. SecurityCoverage owns the Product under copyright laws, trade secret laws, and all other laws that may apply. All product names, designs, and logos associated with the Product are considered valuable intellectual property of their respective owners and should be treated as such. No right, license, or interest to such intellectual property is granted hereunder, and Customer agrees that no such right, license, or interest shall be asserted by Customer with respect to such intellectual property. The source code of the Product and all information regarding the design, structure and internal operation of the Product are valuable trade secrets of SecurityCoverage or third parties with which SecurityCoverage has licensing arrangements ("Confidential Information"). Confidential Information shall not include information which: (1) was publicly known or otherwise known to Customer prior to the time of disclosure by SecurityCoverage; (2) subsequently became known to Customer through no act or omission by Customer; or (3) otherwise became known to Customer other than through disclosure by SecurityCoverage without violation of any party's obligations to SecurityCoverage. Customer shall not sell, transfer, publish, disclose, display or otherwise permit access to any Confidential Information by any third party, nor use any of the Confidential Information, except strictly as part of the Product in the form originally distributed by SecurityCoverage.

5. Disclaimer of Warranty. THE PRODUCT AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. SECURITYCOVERAGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SECURITYCOVERAGE, DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT OR DOCUMENTATION WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR-FREE, COMPLETE, OR THAT DEFECTS IN THE PRODUCT OR DOCUMENTATION WILL

BE CORRECTED.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL SECURITYCOVERAGE, OR ANY OTHER PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE PRODUCT BE LIABLE FOR ANY LOST REVENUE OR PROFITS OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE PRODUCT OR RELATED PRODUCTS OR DOCUMENTATION, EVEN IF SECURITYCOVERAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN NO EVENT SHALL SECURITYCOVERAGE'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID FOR THE PRODUCT, INCLUDING MEDIA FEES.

7. Specific Disclaimer of Warranty for High Risk Activities. The Product is not fault-tolerant and is not designed, manufactured or intended for use on equipment or devices running in hazardous or financial environments requiring fail-safe performance, including but not limited to the operation of banks, financial institutions, insurance regulated businesses, nuclear facilities, aircraft navigation or communication systems, air traffic control systems, direct life support machines, or weapons systems, in which the failure of the Product could contribute to death, personal injury, severe financial loss, or severe physical or environmental damage ("High Risk Activities").

SECURITYCOVERAGE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF DESIGN, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT FOR HIGH RISK ACTIVITIES.

SECURITYCOVERAGE DOES NOT AUTHORIZE USE OF THE PRODUCT FOR ANY HIGH RISK ACTIVITY. CUSTOMER AGREES TO DEFEND AND INDEMNIFY SECURITYCOVERAGE, AND HOLD SECURITYCOVERAGE HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, COSTS JUDGMENTS AND DAMAGES OF ANY KIND IN CONNECTION WITH USE IN RELATION TO ANY HIGH RISK ACTIVITY OF ANY COPY OF THE PRODUCT RELATING TO THIS AGREEMENT.

8. Export Controls. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not to export, or allow the export or re-

export of the Product in violation of any such restrictions, laws or regulations.

## 9. Miscellaneous.

a. Law and Jurisdiction. This Agreement and any dispute relating to the Product or to this Agreement shall be governed by the laws of the United States and the laws of the State of Iowa, without regard to choice of law rules. Customer agrees and consents that jurisdiction and proper venue for all claims, actions and proceedings of any kind relating to SecurityCoverage or the matters in this Agreement shall be exclusively in courts located in Cedar Rapids, Iowa. If a court with the necessary subject matter jurisdiction over a given matter cannot be found in Cedar Rapids, then jurisdiction for that matter shall be exclusively in a court with the proper jurisdiction as close to Cedar Rapids as possible, and within Iowa, if possible.

b. Severability. If any part or provision of this Agreement is held to be unenforceable for any purpose, including but not limited to public policy grounds, then both parties agree that the remainder of the Agreement shall be fully enforceable as if the unenforceable part or provision never existed.

c. No Third Party Beneficiaries. There are no third party beneficiaries of any promises, obligations or representations made by SecurityCoverage herein.

d. Heirs and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by SecurityCoverage to any assignment of this agreement except as provided hereinabove.