

WindRiskTech, LLC.

Data License

IMPORTANT – READ CAREFULLY

The terms and conditions set forth below constitute a binding agreement (the "Agreement") between WindRiskTech, LLC. and [] and its subsidiaries, ("Licensee"). Licensee may only use the WindRiskTech data as defined herein subject to the terms of the Agreement. To acknowledge receipt of this Agreement and to acknowledge that Licensee will be bound by it please read the following terms and conditions carefully and execute in the space provided.

1. Data

a. As used herein, the term "WindRiskTech Data" means output from the WindRiskTech hurricane model. WindRiskTech Data will be provided by WindRiskTech to Licensee pursuant to the delivery mechanism described in Section 2.a.

b. **Grant.** Subject to the terms and conditions of the Agreement, WindRiskTech will provide to Licensee and its Authorized Users the WindRiskTech Data. As used in this Agreement the term "Authorized Users" shall mean Licensee's customers who are receiving the WindRiskTech Data under contract with Licensee, which contract shall be consistent with the restrictions on use set forth herein, and which contract shall contain limitations of liability, limitations and exclusions of warranty and similar protections the effect of which are to protect WindRiskTech from liability to the same extent or greater extent of protection as provided in this Agreement.

b. **Limitations.** WindRiskTech provides the WindRiskTech Data to Licensee only for Licensee's internal use, and only for the purposes, and subject to the terms, of the Agreement. Licensee may not copy, download, store, publish, transmit, transfer, sell or otherwise use the WindRiskTech Data, or any portion of the WindRiskTech Data, in any form or by any means, or any models or algorithms that incorporate WindRiskTech Data, except (i) as expressly permitted by the Agreement, or (ii) with WindRiskTech's prior written permission. Furthermore, Licensee may not sell, lease, or provide, directly or indirectly, the WindRiskTech Data or any portion of the WindRiskTech Data to any third party except as expressly permitted by the Agreement.

c. **Rights in Materials.** Licensee acknowledges that all proprietary rights for generating the WindRiskTech Data and to the WindRiskTech Data itself are owned by WindRiskTech, and are protected under copyright, trade secret and other applicable intellectual property laws. WindRiskTech retains all its rights and interests in the WindRiskTech Data, and Licensee receives no copyright, intellectual property rights or other rights in or to the WindRiskTech Data, except those specifically set forth in the Agreement. If Licensee becomes aware of any violation of WindRiskTech's proprietary rights in the WindRiskTech Data, Licensee will notify WindRiskTech in writing.

2. Delivery and Use of the WindRiskTech Data.

a. **Delivery.** Within 30 days from the date this Agreement is executed by both parties, WindRiskTech will deliver to Licensee the WindRiskTech Data via internet or storage media. Delivery of the WindRiskTech Data is subject to Licensee meeting the terms and conditions of the Agreement.

b. **Use of the WindRiskTech Data.** Licensee may copy, download, store, transmit, or otherwise use the WindRiskTech Data for internal use only and as expressly allowed hereunder. Licensee may, however, also develop models and algorithms that incorporate WindRiskTech Data which it may use to provide information, and make demonstrations, to its clients, prospective clients, brokers, reinsurers and others (collectively Licensee's Clients) as necessary for Licensee to make assessments of risk in the conduct of its business of insurance; provided that Licensee shall not provide such models or algorithms to, or for the use of, Licensee's Clients without the express, written authorization of WindRiskTech.

3. Limitation of Liability; Indemnity

a. **Limitation of Liability.** WindRiskTech, WindRiskTech's managing directors, partners, officers, directors, affiliates, employees and agents

(each a "**Related Party**") have no liability, contingent or otherwise, to Licensee or to third parties, for the correctness, quality, accuracy, completeness, reliability, timeliness any other aspects of the WindRiskTech Data or for omissions of the WindRiskTech Data. The parties agree that WindRiskTech shall not be liable to the Licensee for any special, indirect, incidental or consequential damages which Licensee may incur or experience because Licensee entered into this Agreement or relied on the WindRiskTech Data, even if WindRiskTech knew of the possibility of those damages. WindRiskTech is not responsible for informing Licensee of any difficulties WindRiskTech or other third parties experience concerning use of the WindRiskTech Data or to take any action in connection with those difficulties. WindRiskTech also has no duty or obligation to verify, correct, complete or update any information in the WindRiskTech Data. Licensee is solely responsible for any losses, damages or costs resulting from Licensee or its Authorized User's reliance on any data or information that WindRiskTech may provide in connection with Licensee's use of the WindRiskTech Data. Licensee will make its own independent decision to use any WindRiskTech Data, and Licensee acknowledges and agrees that the WindRiskTech Data does not and will not and should not serve as the sole or primary basis for any of Licensee's or its Authorized User's business decisions. WindRiskTech is not and will not be, by virtue of providing the WindRiskTech Data, an advisor or fiduciary for Licensee or its Authorized Users.

b. **Licensee's Indemnification.** Licensee will indemnify, protect, and hold harmless WindRiskTech and WindRiskTech's Related Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) (collectively, "**Losses**") resulting from or arising out of the use of the WindRiskTech Data by Licensee, Licensee Related Parties or Licensee's Authorized Users.

c. **WindRiskTech's Indemnification.** WindRiskTech will indemnify, protect, and hold harmless Licensee and Licensee's managing directors, partners, officers, directors, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) (collectively, "**Losses**") resulting from or arising out of claims that WindRiskTech, by performing under this agreement, infringed a third party's intellectual property rights.

d. **Limitation of Remedy.** LICENSEE AGREES THAT WINDRISKTECH'S LIABILITY AND THE COLLECTIVE LIABILITY OF WINDRISKTECH'S RELATED PARTIES, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) OR IN ANY WAY CONNECTED TO LICENSEE'S USE OF THE WINDRISKTECH DATA WILL NOT EXCEED THE AMOUNTS PAID BY LICENSEE TO WINDRISKTECH PURSUANT TO THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE CLAIM GIVING RISE TO LIABILITY, UNLESS CAUSED DIRECTLY BY WINDRISKTECH'S WILLFUL MISCONDUCT.

4. Limitation and Exclusion of Warranties.

WINDRISKTECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO LICENSEE CONCERNING THE WINDRISKTECH DATA. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT WINDRISKTECH HAS MADE NO RECOMMENDATION WITH RESPECT TO THE WINDRISKTECH DATA AND THAT WINDRISKTECH PROVIDES THE WINDRISKTECH DATA ON AN "AS IS" BASIS, AT LICENSEE'S SOLE RISK. WINDRISKTECH EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

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INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE WINDRISKTECH DATA WITH RESPECT TO THEIR CORRECTNESS, CURRENTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, CONTINUED AVAILABILITY OR OTHERWISE. WINDRISKTECH IS NOT RESPONSIBLE FOR MAINTAINING THE WINDRISKTECH DATA OR FOR SUPPLYING ANY CORRECTIONS, UPDATES OR RELEASES CONCERNING THE WINDRISKTECH DATA. WINDRISKTECH IS NOT SOLICITING ANY ACTION BASED UPON USE OF THE WINDRISKTECH DATA.

5. Term and Termination.

The Agreement will become effective when the parties execute the Agreement. The Parties may terminate this Agreement for cause as follows: (i) WindRiskTech may terminate the Agreement immediately upon giving written notice of termination to Licensee if Licensee commits a material breach of any obligation to WindRiskTech under any other agreement between the parties; and (ii) Licensee may terminate the Agreement immediately upon giving written notice of termination to WindRiskTech after receiving notice of an amendment (as permitted under paragraph 8) which contains new terms that materially alter the terms of the Agreement and are unacceptable to Licensee. Termination of the licenses granted hereunder shall not preclude an Authorized User's continued use of the WindRiskTech for the remaining term of the then-current written agreement related to such use, but Licensee may not extend or broaden the rights of such Authorized User with regard to the WindRiskTech data post-termination. Further, Licensee may terminate this Agreement at any time without cause by giving WindRiskTech at least thirty (30) days prior written or online notice.

6. Confidentiality. Confidential Information is that information or know-how identified as being confidential, or, given the circumstances surrounding disclosure, should in good faith be treated as confidential. The WindRiskTech Data is hereby deemed to be WindRiskTech's Confidential Information. Both parties agree (i) not to use Confidential Information of the other for any purpose other than in furtherance of or as expressly allowed under this Agreement; (ii) not to disclose, or permit any third party or entity access to, Confidential Information (or any portion thereof) without prior written permission of the other party (except such disclosure or access as is expressly allowed or required to perform any obligations under this Agreement); and (iii) to ensure that any employees or other third parties who receive access to Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing said Confidential Information. Notwithstanding anything herein to the contrary, no obligation or liability shall accrue under the Agreement for any information that is (i) available to the public other than by a breach of an agreement with the disclosing party; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by one party without access to the Confidential Information of the other; (iv) known to the receiving party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, upon advise of counsel, provided that other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Without limiting the foregoing, each of the parties agrees to employ with regard to Confidential Information protective procedures which are no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information.

7. Miscellaneous.

a. Entire Agreement. Licensee acknowledges that Licensee entered into the Agreement without inducement by any representation or warranty not set forth in the Agreement. The Agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, WindRiskTech may amend the

terms and conditions of the Agreement by giving Licensee at least thirty (30) days prior written or online notice.

b. Assignment. Neither party may assign the Agreement without the other party's prior written consent. However, WindRiskTech may assign the Agreement to any entity (i) controlling, controlled by, or under common control with WindRiskTech or (ii) which succeeds to all or substantially all of WindRiskTech's assets and business.

c. Severability. If any provision of the Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Agreement will not be affected or impaired.

d. Force Majeure. WindRiskTech's performance under the Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

e. Jurisdiction/Venue. The Agreement is deemed entered into in Massachusetts, and will be governed and construed in all respects by the laws of Massachusetts, without giving effect to principles of conflict of law. Any litigation or other dispute resolution between the parties relating to the Agreement will take place only in Boston, Massachusetts. The parties consent to personal jurisdiction of and venue in the state and federal courts within that county.

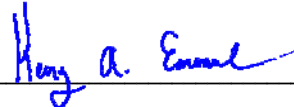
f. Non-Exclusivity. Nothing in this Agreement shall be read to prevent either Party from entering into similar arrangements with other entities, including, without limitation, WindRiskTech licensing the WindRiskTech Data to other third parties.

g. Non-Solicitation. WindRiskTech and Licensee agree to refrain from soliciting for employment, without the prior written consent of the other, their respective employees during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement.

h. Survival. Each party's continuing obligations under the Agreement including those relating to Limitation of Liability; Confidentiality; Indemnity and Limitation and Exclusions of Warranties will survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

WINDRISKTECH, LLC.

By: 
Printed Name: Kerry A. Emanuel
Title: Chief Scientific Officer
Date: _____

LICENSEE:

By: _____
Printed Name: _____
Title: _____
Date: _____