

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. This End User License Agreement, hereinafter referred to as the “EULA,” governs the User’s use of the glass damage identifier application, software, any associated upgrades, updates and related services, hereinafter referred to as the “Product,” currently provided or which will be provided by NEURAL CLAIM SYSTEMS, INC., an Arizona corporation, whose address is 555 W. Chandler Blvd. Suite 204, Chandler, AZ 85225, or any of its subsidiaries, distributors, authorized resellers or other affiliated companies, hereinafter referred to collectively as “NCS.”

This EULA sets out the basis on which NCS makes the Product available to the user, hereinafter referred to as “User”, and on which the User may use the Product. NCS’s Privacy Policy, which is attached hereto as Exhibit “A” and incorporated herein by this reference, forms an integral part of this EULA. By installing or using the Product, the User agrees to accept and to be bound by (1) this EULA and (2) the NCS Privacy Policy at all times. If the User does not agree with anything found in this EULA or the NCS Privacy Policy, do not install or use the Product.

NCS reserves the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described herein.

1. Grant of License. NCS, and/or its licensors, grants the User a personal, non-exclusive, non-transferable, non-sublicensed, and non-commercial license to install and/or use the Product, in whole or in part, hereinafter referred to as the “License,” for such time until either the User or NCS terminates this EULA. The User must not use or allow others to use the Product of License for commercial purposes without first obtaining a license to do so from NCS. **The Product is licensed to the User, not sold.**

2. Restrictions. Except to the extent applicable laws specifically prohibit such restrictions the User must not:

- a. Use, copy, reproduce, modify or transfer the Product, in whole or in part, unless except as expressly provided for herein;
- b. Reverse engineer, disassemble, or decompile the Product, or otherwise attempt to derive the source code of the Product;
- c. Rent, disclose, publish, lease, loan, resell, distribute or sublicense the Product or any part thereof; or
- d. Sublicense, assign or transfer the License granted hereunder or any of the rights, duties or obligations under this EULA.

3. Ownership. All title, ownership rights and intellectual property rights in and to the Product, and any and all copies thereof, are owned by NCS and/or its licensors. The User agrees that the User is acquiring only the right to use the Program as it is provided for herein. The Product is

protected by copyright. Additionally, the Product may contain certain licensed materials and, in that event, NCS's licensors may protect their rights in the event any party violates this EULA. NCS and/or its licensors shall retain all right, title and interest in and to the Product at all times.

4. Confidentiality. The Product contains confidential and/or proprietary information of NCS and/or its licensors. The User agrees not to disclose, provide, or otherwise make available such confidential or proprietary information in any form to any third-party.

5. Warranty; Disclaimer. NCS provides the Product to the User on an "AS IS" basis, without a warranty of any kind. NCS does not warrant that the User's use of the Product will be uninterrupted or error-free. NCS does not warrant and shall not be obligated to correct defects in the Product, or to provide any updates to the Product or related services. To the fullest extent permitted by law, NCS expressly disclaims all conditions, representations or warranties, either express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. No oral or written information or advice given by NCS, its affiliates, distributors, dealers, agents or its employees shall create any warranty. This disclaimer of warranty constitutes an essential part of this EULA.

6. Limitation to Liability. To the fullest extent permitted by law, NCS and its affiliates, distributors, dealers, agents and its employees shall not be liable to the User or to any other person, under any circumstances or under any legal theory, for loss or damages suffered in connection with the use of the Product or any related third-party services, regardless of whether or not NCS has been advised of the possibility of such damages or such damages are foreseeable. This includes, without limitation, all losses of any kind, whether in tort, contract, misrepresentation, any direct loss, accidental loss, incidental loss, consequential loss, and indirect loss.

7. Indemnification. The User, by its use, agrees to indemnify and hold NCS and its affiliates, distributors, dealers, agents and its employees harmless from and against all liabilities, costs, damages and expenses (including reasonable attorney's fees) arising from or relating to any claims that result from or relates to Agent's possession of, use of, or inability to use the Product.

8. Termination. This EULA is effective from the earlier of the date that the User purchases, downloads, or uses the Product. The User and NCS (and/or its licensors) may terminate this EULA at any time, for any reason. Termination of this EULA by NCS will be effective either upon notice to the User, or at the time of NCS's decision to discontinue offering and/or supporting the Product. This EULA will terminate automatically if the User fails to comply with any of the terms and conditions set forth herein. Upon termination of this EULA for any reason, the User must uninstall the Product and destroy all copies of the Product in the User's possession.

9. Changes to this EULA or to the Product. NCS reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or without prior notice to the User. The User can review the most current version of this EULA at _____ . All EULA changes will automatically be pushed to the app user on file. If any future changes to this EULA are unacceptable to the User or cause the User to no longer be in agreement or compliance with this EULA, the User may terminate this

EULA in accordance with Section 8 herein, and must immediately uninstall the Product and destroy all copies of the Product in the User's possession. The User's continued use of the Product following any revision to this EULA constitutes the User's complete and irrevocable acceptance of any and all such changes.

10. Complete Agreement. This EULA represents the complete and exclusive agreement relating to the subject matter hereof which supersedes, cancels and replaces all other prior negotiations, agreements and writings.

11. Severance. If any court of competent jurisdiction finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part shall be deemed to be removed, and the validity and enforceability of the other provisions in this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were removed, that provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12. Waiver. No failure or delay by either the User or NCS and/or its licensors to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after the signing of a written statement to this effect by User or by NCS.

13. Headings. The headings used herein are for convenience or reference only and shall in no way affect the interpretation of this EULA or any part hereof.

14. Governing Law. This EULA shall be interpreted and construed according to the laws of the State of Arizona. Any action in law or equity arising under this EULA shall be adjudicated and determined in the State of Arizona.

15. Attorney's Fees. In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement.

For any questions concerning this EULA, please contact NCS at 555 W. Chandler Blvd. Suite 204, Chandler, AZ 85225.

This EULA is applicable only to the extent authorized by law.