

## **TERMS OF USE AGREEMENT**

meshVI.com is an online software-as-a-service application, owned by Transharpe Innovations, Inc. (hereinafter, “meshVI” or “we”) that is designed to manage insurance on assets.

### **1. General.**

The services offered by meshVI include the meshVI.com website and any other features, services, content, or applications offered from time to time by meshVI in connection with the meshVI website (collectively, the “meshVI Website”). Each product or service within the meshVI Website may have other posted guidelines or rules (the “Additional Terms”). All such Additional Terms are incorporated by reference into this Terms of Use Agreement.

BY ACCESSING OR USING THE MESHVI WEBSITE, YOU, THE USER OF THE MESHVI WEBSITE (“YOU,” “YOUR,” OR “USER”), ARE SUBJECT TO AND AGREE TO BE BOUND BY THIS TERMS OF USE AGREEMENT (“AGREEMENT”) AND ANY OTHER ADDITIONAL TERMS INCORPORATED BY REFERENCE HEREIN, WHETHER YOU ARE A “VISITOR” (WHICH MEANS THAT YOU SIMPLY BROWSE THE MESHVI WEBSITE WITH LIMITED VIEWING AND ACCESS TO INFORMATION) OR YOU ARE AN “AUTHORIZED USER” (AS DEFINED IN SECTION 4 BELOW) (“VISITORS” AND “AUTHORIZED USER” COLLECTIVELY REFERRED TO HEREIN AS “USERS”). YOU ARE ONLY AUTHORIZED TO USE THE MESHVI WEBSITE (REGARDLESS OF WHETHER YOUR ACCESS OR USE IS INTENDED) IF YOU AGREE TO ABIDE BY ALL APPLICABLE LAWS AND TO THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE MESHVI WEBSITE AND DISCONTINUE USE OF THE MESHVI WEBSITE IMMEDIATELY.

### **2. Modifications to this Agreement.**

meshVI may modify this Agreement from time to time, and any such modifications shall be effective upon posting by meshVI on the meshVI Website. You agree to be bound to any changes to this Agreement when you use the meshVI Website after any such modification is posted. It is therefore important that you review this Agreement each time before accessing the meshVI Website to ensure that you are updated as to any changes.

### **3. Modifications to the meshVI Site.**

You understand and agree that meshVI may discontinue or change the meshVI Website at any time, without notice to you. meshVI makes no commitment to update the information and content on the meshVI Website.

### **4. Authorized User.**

In order to become an “Authorized User” of the meshVI Website, you must be authorized by a party that holds a meshVI account (your “Account Holder”) by virtue of such Account Holder being a party to a Software License and Hosting Agreement with Transharpe Innovations, Inc. pertaining to use of the software that is the subject of the meshVI Website (the “License Agreement). You represent and warrant that you are at least eighteen (18) years of age and have the legal capacity and authority to be bound by this Agreement. You further acknowledge and agree that your limited right to use the meshVI Website as an Authorized User is fully contingent upon your Account Holder remaining in full compliance with the License Agreement. You agree to indemnify and hold harmless meshVI, and its subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims and expenses, including attorneys’ fees, arising from your breach of this section.

**5. Obligation for Using Your Password.**

ALL INFORMATION TRANSMITTED BY, SUBMITTED BY, OR RECEIVED FROM ANYONE PRESENTING YOUR PASSWORD ON THE MESHVI WEBSITE WILL BE DEEMED BINDING ON YOU AND/OR YOUR ACCOUNT HOLDER. You agree that you are solely liable for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through the meshVI Website for which you will be legally responsible. If you suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact meshVI immediately to authorize meshVI to deny access to the meshVI Website to anyone else presenting your password.

**6. Use of the meshVI Website.**

**A. Lawful Purposes.** You represent and warrant that you will not use the meshVI Website for any purpose that is unlawful, or prohibited by these terms, conditions, and notices.

**B. Limited License.** If you are an Authorized User, meshVI hereby grants you the limited right to access and use the meshVI Website and underlying software only for the purposes of accessing, viewing, downloading, uploading, posting, and printing information from and to the meshVI Website for your Account Holder’s business purposes pursuant to such Account Holder’s License Agreement. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, broadcast, create derivative works from, transfer, sell, disassemble, decompile, reverse engineer, attempt to derive source code from, or translate any information, software, products or services obtained from or accessed via the meshVI Website, including, without limitation, any source code, text, artwork, graphics, logos, button icons, images, audio clips, video clips, digital downloads, product and service descriptions, and/or data compilations (collectively, “Content”). meshVI reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the meshVI Website as described in Section 12 below. Any rights not expressly granted to you herein are reserved to meshVI.

**C. Use of Information.** The meshVI Website may include information, tips, facts, views, and opinions that meshVI deems worthy of publication. ALL SUCH INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS PROFESSIONAL ADVICE. SUCH INFORMATION SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, BUSINESS, FINANCIAL, OR OTHER DECISIONS.

**D. Client Users.** If you are an Authorized User, you acknowledge and agree that: (1) all of your activity on the meshVI Website may be viewed, accessed, and tracked by your Account Holder, including, without limitation, when you access the meshVI Website, what you view while using the meshVI Website, and any information that you submit, transmit, or post using the meshVI Website.

## **7. Intellectual Property Protection.**

All of the Content is the property of meshVI or its licensors, and is protected by U.S. and international trademark, copyright, and other intellectual property laws. You shall not copy, distribute, alter, display, perform, publish, or create derivative works from such Content. Systematic retrieval of data or other Content from the meshVI Website to prepare any collection, compilation, database, or directory is strictly prohibited.

MESHVI and MESHVI.COM and other meshVI graphics, logos, designs, page headers, button icons, scripts and service names are trademarks or trade dress of meshVI. meshVI's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of meshVI.

EXCEPT AS EXPRESSLY PROVIDED HEREIN BY THESE TERMS, NEITHER MESHVI NOR ANY THIRD PARTY HAS CONFERRED UPON YOU BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS TO USE THE MESHVI WEBSITE OR THE UNDERLYING SOFTWARE. NO OWNERSHIP RIGHTS ARE OR WILL BE ASSIGNED TO YOU.

## **8. Links to Other Sites.**

The meshVI Website may contain hyperlinks to third party websites that are not under the control of meshVI. meshVI is not responsible for any content in any advertisement or hyperlink on the meshVI Website or for any content in any hyperlinked website. If you access a third party website from the meshVI Website, then you do so at your own risk. A hyperlink to a third party website does not imply that meshVI endorses the content on or the business of the hyperlinked website. You are solely responsible for determining the integrity and reliability of the information in the advertisement or hyperlink on the meshVI Website as well as the information on the hyperlinked website. meshVI provides hyperlinks only as a convenience. Additionally, your dealings with or participation in promotions of advertisers found on the meshVI Website, including payment for and

delivery of goods and services, and any other terms (such as warranties) are solely between you and such advertisers. You agree that meshVI shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**9. Disclaimer of Warranties.**

meshVI uses reasonable efforts to provide accurate, complete, and current information on the meshVI Website. However, meshVI does not guarantee or warrant that the Content herein is accurate, complete, timely, or free of technical or typographical errors. It is your responsibility to verify any information provided. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE CONTENT ON THE MESHVI WEBSITE IS AT YOUR SOLE RISK. THE CONTENT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. MESHVI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MESHVI MAKES NO WARRANTY THAT THE CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE MESHVI WEBSITE AND THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, VIRUS-FREE OR ERROR FREE; NOR DOES MESHVI MAKE ANY WARRANTY AS TO THE INFORMATION AND RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, PRODUCTS, OR SERVICES PROVIDED OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT. MESHVI MAKES NO WARRANTY REGARDING ANY INFORMATION OBTAINED FROM ANY HYPERLINKED THIRD PARTY SITE. NO INFORMATION OBTAINED BY YOU FROM THE MESHVI WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**10. Limitation of Liability.**

YOU AGREE THAT NEITHER MESHVI NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MESHVI WEBSITE SHALL BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THE MESHVI WEBSITE, ANY PRODUCTS, SERVICES, OR CONTENT OFFERED OR PROVIDED ON THE SITE, ANY OTHER HYPERLINKED WEBSITE OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF, ANY PERSON’S RELIANCE ON ANY INFORMATION OR CONTENT PROVIDED IN THE MESHVI WEBSITE, WHETHER OR NOT THE INFORMATION IS CORRECT, CURRENT, OR COMPLETE, THE CONSEQUENCES OF ANY ACTION YOU OR ANY OTHER PERSON TAKE OR FAIL TO TAKE BASED ON CONTENT PROVIDED BY OR AS A RESULT OF THE USE OF THE MESHVI WEBSITE.

YOU SPECIFICALLY AGREE THAT MESHVI IS NOT LIABLE FOR ANY CONDUCT BY YOU ASSOCIATED WITH THE MESHVI WEBSITE, INCLUDING, BUT NOT LIMITED TO, ACTIVITIES RELATING TO ACCOUNT HOLDER'S ACCOUNT. MESHVI IS ALSO NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE MESHVI WEBSITE, INCLUDING ANY INJURY OR DAMAGE TO ANY YOU, OR ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM USE OF THE MESHVI WEBSITE.

IN NO EVENT SHALL MESHVI, ITS AGENTS, AND PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE MESHVI WEBSITE, OR FROM ANY INFORMATION, PRODUCTS OR SERVICES PURCHASED, OBTAINED, OR ACCESSED, OR FROM ANY MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE MESHVI WEBSITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE PROPERTY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MESHVI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MESHVI'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MESHVI FOR THE ACCESS TO AND USE OF THE MESHVI WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You agree that regardless of any statute or law to the contrary, you will file any claim or cause of action arising out of or related to your use of the meshVI Website or this Agreement within one (1) year after such claim or cause of action arose or be forever barred.

**11. Indemnity.**

You agree to indemnify and hold harmless meshVI, and its subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims and expenses, including attorneys' fees, arising from your use of the meshVI Website, breach of this Agreement, or breach of any third party's rights. This indemnification shall survive any termination of your status as an Authorized User or use of the meshVI Website.

**12. Termination of meshVI Website Access.**

You understand and agree that meshVI and/or your Account Holder, in their sole discretion, may terminate your status as an Authorized User, direct you to cease using the meshVI Website, and discontinue or restrict your access to the meshVI Website, all without notice to you and for any reason. You agree that meshVI and/or your Account Holder shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the meshVI Website, your status as an Authorized User, or any parts thereof.

### **13. Miscellaneous.**

**A. Assignment.** This Agreement shall bind and inure to the benefit of meshVI's successors, assigns and licensees. meshVI shall have the right to assign or otherwise transfer its rights or obligations under this Agreement whether by contract or operation of law without your consent. You shall not have the right to assign, by contract, operation of law or otherwise, this Agreement or any of the rights, interests, or obligations hereunder.

**B. Severability.** In the event that any provision of this Agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

**C. Waiver.** The failure of meshVI at any time or times to require performance of any provision hereof shall in no manner affect the right of meshVI at a later time to enforce the same.

**D. Applicable Law.** You acknowledge that the Content contained in this meshVI Website is controlled in and originates from the United States. meshVI makes no representation that any of the Content is appropriate or available for use in other locations. meshVI has no responsibility for any access to this meshVI Website from territories where the Content may be illegal or otherwise prohibited. If you choose to access this meshVI Website from other locations, you do so at your own risk and are responsible for compliance with applicable local laws. Any claim relating to the use of the meshVI Website and any Content shall be governed by the internal substantive laws of the State of North Carolina, without regard to its conflicts of laws rules. You expressly consent to the jurisdiction of the state and federal courts of North Carolina for any such claim.

**E. Entire Agreement.** These Terms of Use, as amended, and the consents provided by you, constitute the entire agreement between you and meshVI.

**F. Amendments.** Further to Section 2 of this Agreement, you agree that meshVI may amend or modify these Terms of Use or impose new conditions at any time by updating these Terms of Use on the meshVI Website or upon notice from meshVI to you as published through the meshVI Website. Any use of the meshVI Website or order by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your status as an Authorized User, if any, and refrain from using

the meshVI Website. No other amendments will be valid unless they are in a paper writing signed by meshVI and by you.

**G. Notices.** Except as expressly stated otherwise, any notices required or allowed under these Terms of Use shall be given to meshVI by postal mail to: meshVI c/o Transharpe Innovations, Inc., 6502 Brookstone Drive, Whitsett, North Carolina 27377, or as to a successor address that meshVI makes available on the meshVI Website or through any other reasonable manner. If applicable law requires meshVI to accept e-mail notices (but not otherwise), then you may send meshVI e-mail notice to [support@meshVI.com](mailto:support@meshVI.com). With respect to meshVI' notices to you, meshVI may provide notice of amendments by posting them in the meshVI Website and you agree to check for changes.

**H. Descriptive Headings.** The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.**