

Terms of Service

Created: 5th December 2019.
Effective Date: 1st January 2020.

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND IDP, INC (hereinafter “IDP” or “Compass”) GOVERNING YOUR USE OF THE COMPASS BUSINESS INTELLIGENCE SOFTWARE.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You are indicating your acceptance of the terms by logging into the system and using the Services.

Description of Service

IDP provides an online Management product for decision makers in the Property and Casualty insurance market. The product is an online Business Intelligence aid which includes a graphical user interface, database repository, and notifications via email and SMS (“Service” or “Services”). You may use the Services for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the

Internet and the equipment necessary to use the Services. You have limited ability to modify the application content and data.

Subscription to Compass System

We may offer certain Services as a part of the Compass system ("Compass System" or "Compass Service") for the purpose of testing and evaluation. You agree that IDP has the sole authority and discretion to determine the period of time for testing and evaluation of the Compass Services. IDP will be the sole judge of the success of such testing and the decision, if any, to offer the Compass Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to the Compass Demo Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Compass Services with or without notice to you. You agree that IDP will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Compass Services for any reason.

Modification of Terms of Service

IDP may modify the Terms upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing IDP notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Sign up Obligations

You must provide all required information in order to access or use the Services. The Service is for corporate internal use and, as such, we require that you and all other users from your organization sign up for user accounts by providing your corporate contact information. You agree to: i) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and ii) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you

provide any information that is untrue, inaccurate, outdated, or incomplete, or if IDP has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, IDP may terminate your user account and refuse current or future use of any or all of the Services.

Organization Accounts

When you sign up for an account for your organization you will have to specify at least one valid account with corresponding and valid email address.

You are responsible for i) ensuring confidentiality of your organization account password, and ii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that Compass is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the account. You agree not to hold IDP liable for the consequences of any action taken by IDP in good faith in this regard.

Personal Information and Privacy

Personal information you provide to IDP through the Service is governed by the IDP Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the IDP Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to sales@compassinform.com. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from IDP

The Service may include certain communications from IDP, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able

to opt-out from receiving service announcements and administrative messages.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of IDP; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Data Ownership

We respect your right to ownership of content provided by you. Unless specifically permitted by you, your use of the Services does not grant IDP the license to use, reproduce, adapt, modify, publish or distribute the data stored in your specific environment for IDP's commercial, marketing or any similar purpose. But you grant IDP permission to access, copy, store, transmit,

reformat, display and present the content of your data for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication.

Sample files and Applications

IDP may provide sample data and application access for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. IDP makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

IDP, the IDP logo, Compass, the Compass logo, the names of individual Services and their logos are trademarks of IDP, Inc. You agree not to display or use, in any manner, the IDP trademarks, without IDP's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-AVAILABLE BASIS. IDP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IDP MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM IDP, ITS

EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT IDP SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF IDP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL IDP'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless IDP, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by IDP.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Pennsylvania and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, IDP may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to sales@compassinform.com within thirty (30) days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Compass Service in case of unexpected technical issues or discontinuation of the Compass Service. You have the right to terminate your user account if IDP breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at sales@compassinform.com.