

LENDER VERIFICATION PORTAL USE AGREEMENT

This Lender Verification Portal Use Agreement (“Agreement”) is entered into by and between Universal Risk Advisors, Inc. (the “Company”), and each corporate and individual user (“User”) of the portal (“Site”) maintained by the Company allowing Lenders (as defined herein) to verify certain insurance coverage.

1. Acceptance.

The Company maintains the Site solely for the purpose of allowing the User to verify insurance coverage information regarding on residential insurance properties in which the Lender holds security interests (the “Business Purpose”). Each Lender and User accepts the terms of this Agreement by the Lender’s request for access to the Site and the Company’s issuance of credentials to access the Site, and separately by each use of this Site. No other use of the Site is authorized or permitted.

For purposes of this Agreement, the User includes the individual accessing the Site, the Lender represented by such individual, and any employee, officer, director, contractor or representative of the foregoing. A Lender includes the party holding a security interest in property covered, or believed to be covered, by an insurance policy, as well as any authorized representative of such party having responsibility for verifying insurance coverage (such as a tracking company).

2. Confidentiality.

Each User acknowledges and agrees that its access to the Site is solely for the Business Purpose. The User further affirms that no access to, use, disclosure or dissemination of information obtained from the Site is permitted except to the User’s employees, agents, representatives, officers or directors who need the information for the Business Purpose and who are bound to maintain the confidentiality of the information. The User acknowledges and agrees that it has no ownership interest in the Site or the information provided on the Site. The User has only a non-transferable, limited, revocable license to use the Site. The User has no right to publish, display, modify, distribute or create derivative works based on the Site or any part thereof. The User further agrees that it will not reverse engineer, decompile, translate, adapt, or disassemble the Site or any part of it.

3. Enforcement.

Subject to Company procedures, the Company provides a user identification name or number (“User ID”) and a temporary password to the User for accessing the Site in accordance with this Agreement. The Lender is responsible for changing the password and for safeguarding the User ID and password. The Company also has allowed the Lender to create individual user authorizations. The Lender is responsible for ensuring that individual authorizations are created only for individuals who have a need to know the information on the Site for the Business Purpose. The Lender is responsible for enforcing the terms of this Agreement as to all persons to whom it grants access to Site. The Lender also is responsible for terminating the access of any

individuals who are no longer employed or retained by the Lender or who no longer have the Business Purpose. In addition, each individual granted access to the Site is responsible for complying with this Agreement and for maintaining the confidentiality of any User ID and password used or maintained. If any User believes that a password has been comprised, lost or known to others, the password must be changed immediately. If any User believes that unauthorized access to the Site has been gained through a User ID and password, the User must notify the Company immediately.

4. Restrictions.

Each User acknowledges and agrees that it will not:

- Access, or allow access to, the Site using any personal or public electronic device;
- Provide links to the Site;
- Obtain, or attempt to obtain, information from the Site other than for the Business Purpose;
- Provide a User ID and password, or otherwise allow access, to any person who does not have the Business Purpose or who is not bound to maintain the confidentiality of the information.

5. Information Regarding Access.

The User acknowledges and agrees that the Company is the exclusive owner of all information regarding access, or attempted access, to the Site and all activities relating to the Site. The Company may monitor and maintain data regarding these activities without further notice. The Company reserves the right, in its sole discretion and without prior notice, to change the appearance or content of the Site, suspend or revoke access credentials, or discontinue the Site.

6. Site Information; No Warranty

The Company attempts to ensure that the information on the Site is accurate and current. However, there is no assurance this will be the case. The User will notify the Company if the Lender believes any information on the Site is inaccurate or out of date.

Information on the Site indicating that insurance coverage is in effect does not confirm or imply that a cancellation or nonrenewal is not pending or that a cancellation or nonrenewal will not be initiated by the policyholder or the Company. The Company does not warrant that the site will meet the particular needs the User may have or that the Site will operate in an error-free or uninterrupted manner. The Company further does not warrant that any defects or errors in the Site will be corrected.

ALL INFORMATION PROVIDED THROUGH THE SITE IS PROVIDED ON AN AS-IS BASIS. THE COMPANY DOES NOT WARRANT THE ACCURACY OF ANY SUCH INFORMATION AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SECURITY, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The User releases the Company and its affiliates, and each of their directors, officers, employees, agents and representatives from any against any and all liability, damages, losses or expenses, including reasonable attorneys' fees, resulting from the User's use or misuse of site.

7. Limitation on Liability.

In no event will the Company or its affiliates, nor any of their directors, officers, employees, agents and representatives be liable to any Lender or User, or any third party, for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages, or damages for loss of business, lost profits, business interruption, misuse of password(s) by any person, or loss of business information) arising out of the User's use or inability to use the Site, or for any claim by any other third party, even if the Company has been advised of the possibility of such damages. The Lender and each User agrees to indemnify and hold harmless the Company, its affiliates, and each of their directors, officers, employees, agents and representatives from and against all claims, demands, liabilities, damages, losses or expenses, including attorneys' fees and costs, arising out of or related to a User's use or misuse of the Site, improper access to the Site arising from a User ID and password, or any violation by the User of any of the terms set forth in this Agreement. Without limiting the generality of the foregoing, the parties further acknowledge and agree that the Company shall be entitled to seek equitable and injunctive relief as it may consider appropriate to prevent unauthorized, negligent or inadvertent use or disclosure of information contained on the Site, and the Company further shall be entitled to recover the amount of all damages and costs, including without limitation its attorneys' fees and expenses) arising from the User's failure to comply with this Agreement.

8. Assignment.

No Lender or User may assign any of its rights, benefits or obligations under this Agreement without the prior written consent of the Company.

9. Amendment.

This Agreement may be amended by (i) a written agreement signed by each of the parties; or (ii) the Company's posting of a new or amended Agreement on the Site (which may be a link to the new or amended Agreement) and the User's subsequent access to the Site, it being understood that each instance of access to the Site constitutes acceptance of the Agreement as then in effect.

10. Choice of Law

This Agreement shall be governed by the laws of the State of Florida without giving effect to conflict of laws principles thereof. Any suit arising under or related to this Agreement shall be brought in the state or federal courts in and for Broward County, Florida.

11. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings, representations and statements, whether oral or written, between the parties relating to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the affected provision shall be deemed modified or stricken to the least extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in effect.

12. Termination; Survival

Either party may terminate this Agreement by providing written notice to the other. The Company further may restrict access to or discontinue the Site as provided at Section 5 above. The obligations set forth in this Agreement shall survive its termination as to any access to the Site occurring prior to its termination and to any access or attempted access by a User, or with the User's User ID and password, following its termination.