

## User Agreement and License

**UNLESS OTHERWISE AGREED TO BETWEEN YOU AND SEDGWICK (including if you have a written claims services agreement),** BY USING ANY SITES OR WEBSITES OWNED, OPERATED, HOSTED OR HOSTED BY OR ON BEHALF OF SEDGWICK, ITS AFFILIATES OR GROUP COMPANIES, ("SEDGWICK SYSTEMS") YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE POLICY WITHOUT LIMITATION OR QUALIFICATION ("EULA"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING SEDGWICK SYSTEMS. BY CLICKING THROUGH TO THIS OR ANY OTHER SEDGWICK SYSTEM, YOU ARE ACCEPTING THE TERMS OF THIS EULA AND SEDGWICK GRANTS YOU PERMISSION TO USE THIS SEDGWICK SYSTEM. For purposes of this Agreement, the term "System" refers to the Sedgwick system or and/or website to which access is being granted and the term "You" or "Your" means the person or company who is being licensed to obtain remote, electronic access to specific claim data contained on the System.

### **ACCESS**

Sedgwick hereby grants You a non-exclusive, non-transferrable, non-assignable, license to access the System. Sedgwick will continue to provide You access to the System for as long as Sedgwick deems appropriate or, to the extent applicable, the Sedgwick Client authorizes such access. The term "Sedgwick Client" shall refer to the specific Sedgwick customer, to the extent applicable, that has provided authorization for You to access its electronic data contained in the System. Sedgwick will continue to improve and update the System and will allow You access to the System as it may exist and be available on any given day and Sedgwick shall have no other obligations to You, except as expressly stated in this EULA. Sedgwick may refuse access to, suspend or discontinue Your access to the System partially or entirely in our discretion.

### **USE**

Unless You have received prior written authorization from Sedgwick, You agree not to: (a) copy, translate, modify or make derivative works of the System or any part thereof; (b) redistribute, sublicense, rent, publish, sell assign, lease, market, transfer, or otherwise make the System or any part thereof available to third parties; (c) reverse engineer, decompile or otherwise attempt to extract the source code of the System or any part thereof; (d) use the System in any manner that is contrary to law including, without limitation, privacy laws, intellectual property laws, export control laws and regulatory requirements; (e) introduce, upload or otherwise initiate any content that contains a software virus, worms or any other computer code, files or programs that interrupt, destroy or limit the functionality of the System; (f) attempt to override any security component included in or underlying the System; or (g) use the data, information or any content viewed while using the System to provide any service that is competitive with Sedgwick.

### **CONFIDENTIALITY**

You agree to the following with respect to any information contained in the System and any information relating to Sedgwick's or Sedgwick's Client business, regardless of whether it is marked "confidential" or otherwise (collectively, "Confidential Information"): You shall not disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by Sedgwick, Sedgwick's Client or this EULA. User may disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided User has given Sedgwick prior written notice of such required disclosure.

### **INDEMNIFICATION**

To the extent authorized by law, You agree to indemnify and hold harmless Sedgwick and/or Sedgwick's Client, their employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorney's fees, resulting directly or indirectly from or arising out of (a) your violation of these terms and/or (b) your use of any of the System.

### **INTELLECTUAL PROPERTY**

Use of the System does not give You ownership of any intellectual property right in the System or the content accessed through the System. These terms do not grant You the right to use any branding or logos of Sedgwick unless specifically authorized in writing by Sedgwick.

### **DISCLAIMERS**

Sedgwick is providing the System on an "as is" and "as available" basis. Accordingly, Sedgwick does not provide any express warranties or representations and, to the extent allowed by law, disclaims any and all implied warranties and representation, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, accuracy of data and non-infringement.

Sedgwick does not guarantee that the System will function without interruption or errors in functioning. In particular, the operation of the System may be interrupted due to maintenance, updates or system or network failures. SEDGWICK DISCLAIMS ALL LIABILITY FOR ANY DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. SEDGWICK ALSO DISCLAIMS ANY LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SYSTEM DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK AND FOR ANY OTHER REASON.

### **LIMITATION OF LIABILITY**

Your use of the System is at your sole risk. Sedgwick is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of products, use, data or other intangible losses even if Sedgwick has been advised of the possibilities of those damages, resulting from your use or inability to use the System. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you and you may have additional rights.

### **TERM**

These terms are in effect until terminated and may be terminated by either party at any time. In the event of termination, the disclaimers, indemnification and limitation of liabilities set forth herein will survive such termination. Sedgwick reserves the right, in addition to our other rights, to discontinue, suspend and/or restrict your ability to access, visit and/or use the System or any portion thereof, for any or no reason, with or without notice. These terms control the relationship between You and Sedgwick regarding access to the System. These terms do not create any third party beneficiary rights.