

## Software License Agreement (the "Agreement")

IMPORTANT. PLEASE READ CAREFULLY. By using this CATIC Connector Online software program (the "Program"), you represent that you are a member or an agent of CATIC Title Insurance Company ("CATIC Co.") and/or Connecticut Attorneys Title Insurance Company ("CATIC"), or a person authorized by a member or agent to act on their behalf and you agree to the following terms and conditions of this Agreement. If you are entering into this Agreement on behalf of an entity, you represent that you have the authority to bind the entity to this Agreement. The terms "you" and "your" refer to the individual or the entity, as applicable. The term "Companies" refers to both CATIC Co. and CATIC, as applicable. If you are not an agent or a member of the Companies, or a person authorized by a member or agent to act on their behalf or if you do not agree with the terms and conditions in this Agreement, you cannot access or use the Program (as defined below) and you must select "I Decline".

1. **Grant of License.** Subject to the terms and conditions of this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the Companies hereby grant to the Companies' member, agent or person authorized by such member or agent to act on their behalf who uses the Program ("you") a royalty-free, non-exclusive, non-transferable, non-assignable and non-sub-licensable license for you, your employees, agents and subcontractors to access and use the CATIC Connector Online software program (the "Program") on the CATIC website at [www.catic.com](http://www.catic.com) (the "Website") and any accompanying delivered documentation (the "Documentation") solely for your own internal business purposes. The Program and the Documentation and delivered updates, if any, are hereinafter referred to collectively as the "Software".
2. **Ownership.** Ownership of the Software and the Website and all intellectual property rights therein, including, without limitation, all copyright, trademark and trade secret rights, shall remain at all times with the Companies. You have no ownership rights in the Software and/or the Website. Rather, you have a license to access and use the Software on the Website as long as this Agreement remains in full force and effect. This Agreement will automatically terminate if you breach any terms or conditions of this Agreement. In the event and to the extent you acquire any rights to the Software and the Website, you agree to and do hereby assign to the Companies all such rights. Any information that you enter into the software will be kept for no longer than eleven (11) years from the opening of the file.
3. **Prohibited Uses.** With the exception of the copying, access and use of the Software on the Website permitted under Section 1 above, you may not access, use, link, copy, modify, translate, transfer or distribute the Software or the Website to others or export the Software from the Website. You may not publish, display, disclose, rent, lease, loan, or otherwise make available access or use to any portion of the Software and/or the Website to others, or create derivative works based on the Software and/or the Website or any portion thereof. You agree to comply with all applicable laws, rules, regulations, ordinances, and the like in connection with your access and use of the Software and the Website. You may not (and may not attempt to) reverse engineer, decompile, translate, adapt, or disassemble the Program, nor shall you create, access or use, or attempt to create, access or use, the source code of the Program. You may not access and use the Software and the Website or your knowledge of the Software and the Website for any purpose not authorized by the Companies, including, without limitation, producing or attempting to produce, directly or indirectly, any product, whether web-based, computer-based or not, that competes with the Software and the Website. Any attempt by you to

access and use, or your access and use of, the Software and the Website in violation of any term or condition in this Agreement shall constitute a material breach of this Agreement and shall automatically terminate this Agreement.

4. Non-Transferable. You may not transfer, assign, sell or sublicense this Agreement or any rights or obligations hereunder without the prior written consent of the Companies, and any attempt to do so shall automatically terminate this Agreement.

5. Confidentiality. You acknowledge that the Software and certain portions of the Website contain proprietary trade secrets of the Companies and you hereby agree to maintain the confidentiality of the Software and such portions of the Website using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information, but in any event no less than a reasonable standard of care. You agree to assume responsibility and liability for your employees', agents' and subcontractors' acts and/or omissions who come into contact with the Software and the Website and you agree to ensure their compliance with the terms and conditions of this Agreement, including, without limitation, not knowingly permitting such employees, agents or subcontractors to use any portion of the Program for the purpose of deriving, accessing or using the source code of the Program. In the event of a breach of this Section, you shall inform the Companies in writing as soon as possible. Upon the termination or expiration of this Agreement, you shall return or destroy all confidential information in your possession, including any trade secrets, copies, summaries, or excerpts thereof. The provisions of this Section will survive the expiration or termination of this Agreement for any reason. Each Party acknowledges that a breach of the provisions of this Section may cause irreparable injury for which money damages are not an adequate remedy. Accordingly, the Companies will be entitled to seek injunctions and other equitable remedies in the event of such a breach. The right to seek injunctive relief shall not limit in any manner the Companies' respective rights to seek other and/or additional remedies at law or equity.

6. Enforcement Obligations. In the event you become aware that the Software and the Website is being accessed and used by any person or entity in your employ or under your control in a manner not authorized by this Agreement, you shall immediately use your best efforts to have such unauthorized access and use of the Software and the Website immediately cease. You shall promptly notify the Companies in writing of any unauthorized access and use of the Software and the Website of which you become aware.

7. DISCLAIMER OF WARRANTIES. THE SOFTWARE AND THE WEBSITE ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. YOUR SOLE REMEDY AND THE COMPANIES' SOLE OBLIGATION HEREUNDER SHALL BE, AT THE COMPANIES' SOLE DISCRETION, MODIFICATION OF ANY DEFECTIVE SOFTWARE AND WEBSITE. ANY USE BY YOU OF THE SOFTWARE AND THE WEBSITE IS AT YOUR OWN RISK. THE COMPANIES DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER THAT THE SOFTWARE, THE WEBSITE OR ANY COMPONENT THEREOF WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE FREE FROM INACCURACIES, MISTAKES, DELAYS, INTERRUPTIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANIES EXPRESSLY DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD

PARTY RIGHTS, OR ANY WARRANTY THAT MAY ARISE BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OF THIS AGREEMENT. THE COMPANIES ARE NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE AND THE WEBSITE.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL THE COMPANIES BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, DELAY, OR INABILITY TO USE THE APP) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EVEN IF THE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, IF THE COMPANIES SHOULD BE HELD LIABLE NOTWITHSTANDING THE LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES SET FORTH IN THIS AGREEMENT, THE COMPANIES' ENTIRE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY REASON AND UPON ANY CAUSE OF ACTION REGARDLESS OF THE NUMBER OF ACTIONS WHETHER BASED IN CONTRACT, TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED, IN THE AGGREGATE, FIFTY DOLLARS (\$50.00). NO CAUSE OF ACTION WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST THE COMPANIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

9. Indemnification. You agree to indemnify, hold harmless and defend the Companies, and their directors, officers, employees, contractors and agents from and against any and all claims, actions, damages, losses, liabilities, judgments, awards, costs and expenses (including without limitation legal fees and expenses) (collectively an "Action"), arising out of (a) access and use of the Software and the Website (including without limitation, any actions taken or reports or documents resulting therefrom); (b) connection and access to your computer systems and data; (c) your, your employees', officers', affiliates', agents' and contractors' acts or omissions (including without limitation negligence and willful misconduct); or (d) data entered into the Software by you or for you or by your employees, officers, affiliates, agents and contractors (the "Customer Data"). Promptly after knowledge of any such Action which is the subject of the indemnification obligations hereunder, the indemnified party shall notify you of the commencement of the Action. Any failure to provide such notice shall only relieve you of your indemnification obligations hereunder to the extent you have been actually prejudiced by such failure. You shall have the right to control the defense and any settlement of the Action, to the extent of such party's corresponding indemnification and defense obligations, except that under no circumstances will you enter into any settlement that involves an admission of liability, negligence or other culpability by the Companies, or requires the Companies to contribute to the settlement without the Companies' consent. Without limiting your right to the control of the defense and settlement of such Action, the Companies may, at their own expense, participate in the defense of, or otherwise consult with counsel of their own choice in connection with, an Action that is the subject of your indemnification and defense obligations.

10. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by notifying the Companies in writing and ceasing to access and use the Software on the Website. The Companies may terminate this Agreement if the Companies determine, in their sole discretion, that you have or may have violated any term or condition of this Agreement. The Companies reserve the right to suspend or terminate this Agreement (including without limitation your access to the Program) immediately with or without cause. Further, this Agreement will automatically terminate if you are no longer an active member or agent of the Companies, as determined by the Companies, in its sole discretion. You agree and acknowledge that any violation or threatened violation of any term or condition of this Agreement will cause irreparable injury to the Companies and that, in addition to any other remedies that may be available at law, in equity or otherwise, the Companies shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement, without the necessity of proving actual damages. Upon termination of this Agreement, you agree to immediately discontinue access and use of the Software on the Website. Upon termination of this agreement, the Companies shall grant you review access and print access only to the information that you have entered into the software. The Companies have no obligation to send you any information that you have entered into the software in any format. All provisions relating to confidentiality, proprietary rights, indemnity, limitation of liability, disclaimer of warranties, and Section 12, shall survive the termination of this Agreement.

11. Data Protection. Your or your entity's use of the Software under this Agreement may involve the Companies' access to Customer Data that contains non-public personal information (hereafter, referred to as the "Protected Information"). The Companies agree to make reasonable efforts to protect the privacy and security of such Protected Information while within the Companies' custody and control consistent with commercially acceptable standards and agree to implement reasonable administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of such Protected Information. The Companies agree to reasonably make available to You information regarding such measures upon reasonable request. You agree to make reasonable efforts to protect the privacy and security of Your Protected Information consistent with commercially acceptable standards and agrees to implement reasonable administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of such Protected Information. You agree to make available to the Companies such measures upon reasonable request. In any event, at all times and for all reasons, without limitation, you are and will remain liable for your acts or omissions, including without limitation negligent acts, willful misconduct, or introduction of a virus into the Software, and those of your employees, officers, affiliates, agents and contractors. In the event of a suspected breach by a party, such party will make commercially reasonable efforts to report any confirmed or suspected breach promptly to the other party and the breaching party agrees to make all reasonable efforts to assist and cooperate with the other party in any breach response efforts. Nothing in this Agreement is intended to make any person or entity that is not a party to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

12. General. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflict of law provisions thereof. The sole jurisdiction and venue for any litigation arising out of related to this Agreement or the subject matter hereof shall be in an appropriate state or federal court located in Hartford, Connecticut, and you and the Companies hereby irrevocably consent to the jurisdiction of such

courts. This Agreement shall constitute the entire agreement between you and the Companies with respect to the subject matter hereof. Any waiver or modification of this Agreement shall be valid only if it is in writing and agreed to by the parties. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be construed as if such invalid or unenforceable provision or provisions have never been contained herein.

13. Entire Agreement. This Agreement forms the entire Agreement between the Parties regarding the subject matter herein and supersedes and replaces any previous or contemporaneous communications, representations, or agreements, whether oral or written.

14. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to affect the intent of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.