

Data Attributions and Terms of Use

Last Revised: 9-27-2022

The following terms supplement and amend Provider's Master Services Agreement for the data identified below that Provider may include for use in conjunction with its Services.

1. **Building Footprint**. Client acknowledges that the disclaimers and additional terms prescribed by such third parties and made available at <https://www.buildingfootprintusa.com/buildingfootprintusa-credits> are incorporated into and made a part of the Agreement. If Client is authorized in an Order to sublicense or otherwise distribute Services to third parties, Client will display source credits as required in the referenced terms and will ensure that such third parties are bound to these terms and display the appropriate credits in any products or services incorporating the Services.
2. **Dun & Bradstreet ("D&B")**. Certain of the data and information contained in the Services has been obtained under license from Dun & Bradstreet, Inc. (the "D&B Data"). The following terms shall apply to any such D&B Data:
 - i. Client acknowledges that all D&B Data is licensed for exclusive use of Client or Client's clients. Client is responsible and liable for the use of D&B Data by Client's clients in accordance with these terms, and agrees to indemnify Provider, Provider's affiliates and/or D&B against any claims by Client's clients against any of them. Client's clients may not redistribute D&B Data to any third party. Client agrees that it will not duplicate any magnetic tapes, disks, diskettes and other machine readable media in any form or manner whatsoever, except that Client may make one copy solely for backup purposes. Client is expressly prohibited from using the D&B Data as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment. Client agrees not to use the D&B Data to engage in unfair or deceptive practices.
 - ii. Client agrees to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of or relating to use of the D&B Data by (a) individuals or entities which have not been authorized by the Agreement to have access to and/or use the D&B Data and (b) Client, which use may be in violation of Client's license.
 - iii. Client agrees to use the D&B Data for the purpose of environmental due diligence with respect to properties and for no other purpose. Client represents and warrants that Client's use of any D&B Data shall in all cases comply with all applicable federal, state and local laws and regulations and that all mail or other marketing programs using any D&B Data shall conform to generally recognized standards of high integrity and good taste.
 - iv. Client acknowledges that D&B and its third party information providers make no representations or warranties of any kind with respect to the D&B Data, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the D&B Data or of the media on which the

D&B Data is provided and Client agrees that D&B and its third party information providers shall not be liable to Client for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the D&B Data.

- v. Client agrees that D&B and its third party information providers will not be liable for consequential, incidental, special, punitive or other indirect damages, even if advised of the possibility of such damages. Client also agrees that D&B's and its third party information providers' aggregate liability, if any, for any and all losses or injuries to Client arising out of any acts or omissions of D&B and its third party information providers in connection with a particular order or service, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by Client for the D&B Data furnished pursuant to such order or service or \$5,000, whichever is greater, and Client covenants and promises not to sue D&B and its third party information providers for an amount greater than such sum. Client also agrees to give D&B immediate written notice of all actions, claims, losses or damages arising out of the licensing or use of the D&B Data.
 - vi. Client acknowledges and agrees that the D&B Data is proprietary to D&B and comprises: (a) works of original authorship, including compiled D&B Data containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm D&B. Client agrees that it will not commit or permit any act or omission by Client's agents, employees, or any third party that would impair D&B's copyright or other proprietary and intellectual rights in the D&B Data. Client will not use any D&B trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without the prior written approval of D&B. Client shall reproduce D&B's copyright notice and proprietary rights legend on all authorized copies of such D&B Data.
 - vii. Client agrees that D&B is a third party beneficiary of these terms. Client agrees that D&B may, in its own name enforce these terms against Client; provided, however, that Client agrees that Client will look only to Provider and not to D&B for performance by Provider of its obligations hereunder.
3. **Data Axle.** Client will not use any Services, or permit any other party from using the data and information derived from the Services, as a factor in (a) establishing an individual's eligibility for credit or insurance, (b) connection with underwriting individual insurance, (c) evaluating an individual for employment or for promotions, reassignment or retention as an employee, (d) connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental instrumentality, (e) connection with any sweepstakes, contest game or similar promotional devices, (f) connection with any pornographic product or service or other product or service which caters to prurient interests, (g) connection with criminal investigations or other law

enforcement purposes, (h) compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party or (i) creating mailing or telemarketing lists.

4. **Black Knight**. Client will not (and will not permit any User to):
 - a. use the data or information obtained from the Services that would cause such information to be construed as a "Consumer Report", as defined in 15 U.S.C. § 1681a. Client will not use any data or information in the Services to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report for the purpose of underwriting title insurance;
 - b. allow access to the Services through any servers located outside of Client's operations or facilities, except that employees of Client and Users may use the Services remotely via VPN connections in connection with the performance of their employment duties; or
 - c. use or store the Services outside of the United States.

To the extent any Services include consumer information, Client and Users shall not publicly display the name, address, e-mail address, or telephone number of an individual consumer without express written consent (it being understood and agreed that providing such information to Users will not be considered a public display). Under no circumstances will Client or any User use such information to solicit any individual designated within the Services who, to the knowledge of Client or User, after reasonable inquiry, has requested protection from solicitation. Client agrees to indemnify, defend and hold harmless Provider from any losses, damages, costs, claims or causes of action against Provider arising out of or relating to use of Services from individuals protected from solicitation.

5. **First American Data**. Client will not use any data or information in the Services coupled with alternative insurance approaches or products.
6. **Canada Post**. Client acknowledges that the Services include data acquired by Provider from Canada Post Corporation (the "**Canada Post Data**"). The Client acknowledges that Canada Post Corporation is owner of the Copyright in the Canada Post Data.

With respect to the Canada Post Data included in the Services, Provider has been granted rights to use and copy the Canada Post Data for the purposes of creating the Provider software products, provided that the Canada Post Data is not extractible from the Provider software products. Client may not extract or attempt to extract Canada Post Data from the Provider software products. Client is not authorized to use or distribute the Canada Post Data for any purpose other than as a component of the Provider software products.

- i. Client acknowledges and agrees that if it develops any product that uses data originally sourced from Canada Post Data, which is intended to be used for:
 - (a) validating or correcting address data for the purpose of producing a statement of accuracy,
 - (b) presorting addressed mail, or
 - (c) preparing unaddressed mail by householder count for delivery,

Client has no right to use or distribute such a product or to offer any services in relation to such a product unless Client has a then current right to do so under a software evaluation and recognition program agreement with Canada Post Corporation or, in the case of the use in item (c), unless Client notifies the user of the product in writing that the user must use householder count data that meets Canada Post Corporation's requirements for currency at the time the unaddressed mail is deposited with Canada Post Corporation for delivery.

Client agrees that it will include provisions in its license agreements for products using any Canada Post Data or data originally sourced from Canada Post Data to the effect of section (i) but with the necessary changes to make the provision applicable to the party receiving the data.

- ii. Client will include the following statement, in both English and French, in the license agreements and/or terms of use accompanying all products distributed by Client containing Canada Post Data or data originally sourced from Canada Post Data. Where the

product includes software, Client shall ensure that the statement is included on the start-up screen, if any:

"This **[Insert appropriate reference to medium, i.e. diskette, tape, etc.]** contains Postal Code^{OM} Data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated **[Insert date]**."

"**[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.]** contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du **[Insérez la date]**."

- iii. Client agrees:
- (a) not to distribute any product containing Canada Post Data or data originally sourced from Canada Post Data until Client has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; and
 - (b) not to allow public access through the internet to a stand-alone Postal Code look-up tool whose purpose is to retrieve the postal code associated with a given address.
- iv. Client acknowledges that the Provider software products and the Canada Post Data contained therein is licensed to Client on an "as is" basis without warranty of any kind, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
- v. Canada Post Corporation shall not be liable loss or damage, whether direct or indirect, which may result from Client's use or possession of the Canada Post Data, even if Canada Post Corporation knew of the possibility of such damages.

- vi. Client shall indemnify and save harmless Canada Post Corporation and its respective officers, employees and agents from and against any claim, demand or action irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Client's possession or use of the Canada Post Data.
- 7. **Moody's.** Certain data in the Services are licensed to Provider by Moody's Analytics, Inc (the "Moody's Data"). The Moody's Data is and shall remain the valuable intellectual property owned by, or licensed to, Moody's Analytics, Inc., ("Moody's") and no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Client agrees that misappropriation or misuse of such materials shall cause serious damage to Moody's and that in such event money damages may not constitute sufficient compensation to Moody's; consequently, Client agrees that in the event of any misappropriation or misuse, Moody's shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which Moody's may be entitled.
- 8. **HERE.** The following restrictions ("HERE Required Terms") apply to Client's use of Services that contain HERE Content. HERE Content is defined as HERE Essential Map and HERE Places & Points. "HERE" means collectively, HERE North America, LLC, HERE Europe B.V. and their respective subsidiaries and affiliates. Client acknowledges and agrees that HERE is a third party beneficiary of these HERE Required Terms.
 - i. Client may only use the HERE Content as part of the Service;
 - ii. Client may not use the HERE Content with geographic data from competitors of HERE;
 - iii. Client may not reverse-engineer or archive the HERE Content;
 - iv. Client may not export any of the HERE Content (or derivative thereof) except in compliance with applicable export laws, rules and regulations;
 - v. Client must cease using the HERE Content if Client fails to comply with the any of these HERE Required Terms;
 - vi. Certain regulatory and third-party supplier restrictions and obligations (including copyright notices) apply to the HERE Content, which restrictions and obligations can be found at <https://legal.here.com/terms/general-content-supplier/terms-and-notices>;
 - vii. In the event Client is the United States Government (or is a Client who wishes to claim similar rights as the United States Government), Client agrees that HERE Content is a "commercial item", as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with the Agreement;
 - viii. Client acknowledges and agrees that HERE affirmatively disclaims any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement with respect to the HERE Content;
 - ix. Client acknowledges and agrees that HERE affirmatively disclaims liability for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE Content, any defect or inaccuracy in the HERE Content,

or the breach of these HERE Required Terms, whether in an action in contract or tort or based on a warranty, even if Provider, HERE or their affiliates or suppliers have been advised of the possibility of such damages; and

- x. Client may not make or imply any warranties on behalf of HERE its affiliates or their data suppliers or provide any right of liability or indemnity against HERE its affiliates or their data suppliers.

9. **MAXAR INTELLIGENCE, INC. (“Maxar”)**. The following additional restrictions (“MAXAR Required Terms”) apply to Client’s use of the Services that contain Maxar Content. Maxar Content is defined as “SECUREWATCH”. Maxar, and Maxar’s affiliates, are third party beneficiaries of these MAXAR Required Terms and Maxar will have the right (and will be deemed to have accepted the right) to enforce these MAXAR Required Terms against Client as a third party beneficiary thereof; provided however, Provider is solely responsible for providing the Services and any maintenance or professional services to Client, and Maxar shall have no obligation whatsoever to furnish any maintenance and support services with respect to the Services.
- i. Scope of License: The Services provided to Client are limited to a non-transferable license to use the Services only for the Client’s own personal and internal use solely as permitted by the rules, restrictions and other terms and conditions set forth in the Agreement. Without limiting the foregoing, Client is expressly prohibited from copying, separating, unbundling, extracting, isolating, removing or any other use or distribution of the Services containing Maxar Content.
 - ii. Warranty: Maxar has no warranty obligation whatsoever with respect to the Services. Any claims, losses, liabilities, damages, costs or expenses attributable to the Services for any failure to conform to any warranty is solely the responsibility of Provider pursuant to the terms of the Agreement.
 - iii. Product Claims: Provider is solely responsible for addressing any claims of Client relating to the Services and possession and/or use of the Services including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
 - iv. Additional: Without limiting any other provision of the Agreement:
 - v. To the maximum extent permitted by applicable law, the Maxar Content is provided “as is” without any representations or warranties of any kind and all warranties, whether express or implied, oral or written, arising by law or otherwise, are expressly disclaimed and excluded, including, without limitation all implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose.
 - vi. The Maxar Content included in the Services is licensed and not sold and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, sui generis rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of Maxar, and all rights in and to the Maxar Content in the Services not expressly granted to Client are reserved by Maxar.
 - vii. Client represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S.

Government as a "terrorist supporting" country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties.

- viii. In the event of any claim that the Services containing the Maxar Content or Client's possession and use of the Services containing the Maxar Content infringes a third party's intellectual property rights, Provider, not Maxar, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- ix. Under no circumstances will Maxar be liable for any incidental, consequential, special, exemplary, or indirect damages (including lost profits or lost data) arising from, or relating to, the Services, even if Provider or Maxar have been advised of the possibility of such damages.

10. **BuildFax.** BuildFax and/or its licensors shall be the sole and exclusive owner of all of the data from BuildFax included in the Services ("BuildFax Data"). Client shall have a limited license to use the BuildFax Data solely for internal business purposes and shall not reproduce, distribute, perform or display any of the BuildFax reports or any derivatives thereof for or to any third-parties. Client acknowledges and agrees that it has no right, title or interest in or to any of the BuildFax Data and that it will not claim any such right, title or interest.

Client shall not use the BuildFax Data, including any derivatives thereto, for any illegal purpose. Client shall not alter or remove BuildFax's name, trademarks, copyright notices, disclaimers or other restrictive legends on any of the reports including the BuildFax Data, and shall include such name and all such trademarks, copyright notices, disclaimers and other restrictive legends on all derivatives created from any of the any of the reports including the BuildFax Data.

BuildFax furnishes the BuildFax Data "as is." therefore, BuildFax makes no warranty, representation, promise, or guarantee, express or implied, regarding the quality, performance, accuracy, completeness, merchantability, fitness for a particular purpose, or noninfringement of intellectual property of the BuildFax Data.

The BuildFax Data may contain data received from third parties ("third party data"), including, but not limited to, local governments. Client recognizes that BuildFax is not responsible for any inaccuracies or omissions in the third party data, and understands that factual errors in the third party data should be corrected by contacting the applicable third party authority. Client further understands that BuildFax has no authority and no ability to correct such errors or omissions itself. No changes can appear in the third party data unless and until the applicable third party authority makes them. Client agrees to release and hold harmless all governmental authorities from any inaccurate data supplied by them for inclusion in any of the BuildFax Data.

Client assumes all risk and liability arising from the interpretation or use of the BuildFax Data, any derivatives thereof or any data provided to Client by BuildFax. There are many reasons for failing inspections and data on failure rates is not necessarily a reliable indicator of any contractor's qualifications or ability.

BuildFax offers no assurance of uninterrupted or error-free service. BuildFax does not warrant the accuracy or completeness of the text, graphics, links, or other items contained on, with or within the BuildFax Data, and any of these may change at any time without notice.

Client acknowledges and agrees that it is solely responsible for complying with, and agrees that its use of the BuildFax Data, any derivatives thereof and any data provided to it by BuildFax will comply with all applicable foreign, federal, state and local laws, regulations and ordinances, including, without limitation the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), the United States Freedom of Information Act, all privacy related laws and regulations and all freedom of information, open records, sunshine and other similar laws and regulations (collectively, the "Applicable Laws"). Client further acknowledges and agrees that in no event shall BuildFax be liable or responsible for Client's failure to comply with any Applicable Law, even if such non compliance results from Client's use or reliance on the BuildFax Data, any derivatives thereof or any data provided by BuildFax. Without limiting the foregoing, Client acknowledges and understands that certain restrictions apply to the use of data obtained from federal, state and local governments and agencies and Client agrees to comply with such restrictions, including, without limitation, restrictions on a person's right to use such data for marketing purposes. Client acknowledges and agrees that BuildFax Data relates solely to real property, does not relate to any individual consumer, and that Client cannot identify any consumer based on a search of BuildFax's database.

In no event shall BuildFax be liable for any direct, indirect, special, incidental, tort, economic, cover, or consequential damages, or any other form of damages for loss of profits, business, or goodwill, arising out of this agreement or Client's use of, or inability to use, any of the BuildFax Data, even if BuildFax has been advised of the possibility of such damages.