Please read this mRes Mobile Application End-User License Agreement ("EULA") carefully before downloading or using the mRes Mobile Application ("mRes App").

This EULA is an agreement between you (Licensee) and The Informatics Application Group ("tiag" or "Licensor"). Your download and/or use of this mResilienceTM mobile application ("mRes App"), indicates your agreement to all of the terms of this EULA. This EULA governs your use of the mRes App, which will allow you to access the mResilienceTM Service provided by your department or agency ("mRes Subscription Service") directly from your mobile device. Your use of the mRes Subscription Service is subject to the existing agreement between tiag and your department or agency ("mRes Subscription Agreement"). This EULA is effective as long as the mRes Subscription Agreement remains in effect. For questions about the mRes Subscription Agreement, please contact your department or agency.

- 1. License. Licensor grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the **mRes App** strictly in accordance with this EULA as long as the **mRes Subscription Agreement** remains in effect between tiag and your department or agency.
- 2. Your Account. Your use of the mRes App requires that you have an email address associated with your agency or department to create an authorized user account with the Licensor.
- 3. Changes to this EULA. Licensor reserves the right to modify this EULA. Licensor will post the most current version of this EULA at www.mResilience.net/eula. If Licensor makes material changes to this EULA, we will notify you via the mRes App. Your continued use of the mRes App after Licensor publishes notice of changes to this EULA indicates your consent to the updated terms.
- 4. **No Included Maintenance and Support**. Licensor may deploy changes, updates, or enhancements to the **mRes App** at any time. Licensor may provide maintenance and support for the **mRes App**, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS) nor Google (for Android) has an obligation to furnish any maintenance and/or support services in connection with the **mRes App**.
- 5. **Privacy**. In order to operate and provide the **mRes Subscription Service** and the **mRes App**, Licensor may collect certain information about you. Licensor uses and protects that information in accordance with the mResilienceTM Privacy Statement, which is available at www.mResilience.net/privacy.
- 6. Consent to Electronic Communications and Solicitation. By downloading the mRes App, and/or by opting-in through your mobile device's notification settings, you authorize Licensor to send you (including via email and push notifications) information regarding the mRes Subscription Service and the mRes App, such as: (a) notices about your use of the mRes Subscription Service and the mRes App, including notices of new or changed features and

information from your department or agency; (b) updates to the **mRes Subscription Service** and **mRes App**; and (c) updates and revisions regarding **mRes App** user policies and guidance.

- 7. NO WARRANTY. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE MRES APP AND THE MRES SUBSCRIPTION SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MRES APP AND THE MRES SUBSCRIPTION SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE MRES APP AND THE MRES SUBSCRIPTION SERVICE, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- 8. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE MRES APP OR THE MRES SUBSCRIPTION SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 9. Intellectual Property Indemnity. In the event of a third-party claim against you that the mRes App, or your possession and use of the mRes App, infringes a third-party's intellectual property rights, Licensor agrees to indemnify you solely in your capacity as an individual user. Licensor reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any such claim, and you agree to reasonably cooperate as requested by Licensor in the defense of any such claim.
- 10. Governing Law. The validity, construction, interpretation, and performance of this EULA and your use of the mRes App shall be governed by and construed in accordance with the domestic laws of the State of Virginia except as to its principles of conflicts of laws. The parties

mRes MOBILE APP END USER LICENSE AGREEMENT

may bring any actions seeking specific performance, equitable relief or other non-monetary remedies in any U.S. state or federal court of competent jurisdiction. Specifically excluded from application to this EULA is that law known as the United Nations Convention on the International Sale of Goods.

11. **U.S. Government**. The **mRes App** and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States

Contact Information. If you have any questions regarding this EULA, please contact Licensor by email at support@mresapp.com.