

END USER LICENSE AGREEMENT

Please read this End User License Agreement (Agreement) carefully before clicking the “I Agree” button, downloading, or using Kemper Co-Pilot (“Application”).

By clicking the “I Agree” button, downloading, or using the Application, you (End User) are agreeing to be bound by this Agreement.

If you do not agree to this Agreement, do not click the “I Agree” button, or do not download or use the Application.

Terms and Conditions

1. This Agreement is between End User and the companies that comprise Kemper Auto only. Kemper Auto and not Apple, Inc. (“Apple”), is responsible for the Application and its content.
2. Kemper Auto grants End User a nonexclusive revocable license to access and use the Application until it is terminated by either party. End User may only use the Application on an Apple device that he or she owns or controls and as permitted by the Apple App Store Terms of Service.
3. Kemper Auto grants End User a non-exclusive license to use the firmware in the tags provided that such firmware may only be used with the tags and the Application.
4. Kemper Auto and its third-party licensors have the right to use any suggestions, recommendations or other feedback provided by the End User without any further obligations to the End User.
5. Kemper Auto, not Apple, will be responsible for any maintenance or support required by law.
6. End User agrees that Kemper Auto or its suppliers retains all of its intellectual property rights in the Application and firmware, and no rights, title or interest in either one is transferred to End User.
7. End User has no rights to use the names, logos, trademarks or other intellectual property of Kemper Auto or its suppliers except as outlined in this Agreement.
8. End User agrees that he/she (i) will keep passwords secure and confidential; (ii) is solely responsible for all data and driving activity; (iii) must use commercially reasonable efforts to prevent unauthorized access to the account, and notify Kemper Auto promptly of any such unauthorized access; and (iv) may use the Application and tag only in accordance with this Agreement, its technical documentation and applicable law.
9. End User represents and warrants that he/she 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 is not listed on any U.S. Government list of prohibited or restricted parties.

10. End User agrees that he/she (i) may not reverse engineer the Application or firmware or use either in a service provider capacity, (ii) may not use the Application to store or transmit infringing, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) may not interfere with or disrupt the integrity or performance of the Application; (iv) may not attempt to gain unauthorized access to the Application or their related systems or networks; or (v) may not access the Application, tag or firmware to build a competitive service or product, or copy or reproduce any feature, function or graphic for competitive purposes; (vi) may not sell, assign, sublicense, or otherwise transfer any right in or access to the Application or any content, software or services available therein; (vii) may not transfer an account to a third party.
11. END USER UNDERSTANDS AND AGREES THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, KEMPER AUTO MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KEMPER AUTO DOES NOT WARRANT THE APPLICATION IS ERROR FREE OR FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. TO THE EXTENT THAT ANY WARRANTY EXISTS UNDER LAW THAT CANNOT BE DISCLAIMED, KEMPER AUTO, NOT APPLE, WILL BE RESPONSIBLE FOR SUCH WARRANTY.
12. To the extent that End User has any claim arising from or relating to the use of the Application, Kemper Auto, not Apple, is responsible for addressing any such claims, which may include, but are not limited to: (i) any product liability claim; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, privacy or similar legislation.
13. TO THE EXTENT PERMITTED BY LAW, KEMPER AUTO AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE APPLICATION, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DESTRUCTION OF DATA. DESPITE THE ABOVE, END USER AGREES THAT KEMPER AUTO'S TOTAL LIABILITY FOR DAMAGES FOR ANY CAUSE OF ACTION END USER TAKES AGAINST KEMPER AUTO SHALL NOT EXCEED FIFTY DOLLARS (\$50.00).
14. A CAUSE OF ACTION OR CLAIMS END USER MAY HAVE ARISING OUT OF OR RELATING TO THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM OCCURS, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
15. End User agrees to defend, indemnify, and hold harmless Kemper Auto, its affiliates, licensors and service providers, and its and their respective directors, officers, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) arising out of or relating to End User's violation of this Agreement or End User's use of the Application.
16. To the extent that Kemper Auto is required to provide indemnification by applicable law, Kemper Auto, not Apple, shall be solely responsible for the investigation, defense,

settlement and discharge of any claim that the Application or End User's use of it infringes any third-party intellectual property right.

17. End User must comply with applicable third-party terms of agreement when using the Application (e.g. End User's wireless data service agreement).
18. Apple is a third-party beneficiary of this Agreement, and, upon End User's acceptance, Apple has the right (and will be deemed to have accepted the right) to enforce this Agreement against End User.
19. This Agreement shall be governed in all respects by the laws of the state of Illinois without giving effect to principles of Conflict of Laws and shall benefit and are binding upon the parties thereto and their respective successors and assigns.
20. Kemper Auto's address is 11700 Great Oaks Way, Suite 415, Alpharetta, GA 30022, Kemper Auto Customer Service can be reached via telephone at 1.800.782.1020.
21. Kemper Auto may suspend End User's Application or terminate this Agreement if End User violates any provision of this Agreement. End User agrees that a violation of this Agreement may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity, and so may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity. End User agrees that upon suspension or termination, End User will no longer use the Application.