

Moore Cost Online, LLC

Welcome to new account setup for Moore Cost Online. When you have complete the information requested on a screen, you can immediately start using the Moore Cost Online Application.

Before continuing, please read the following license agreement, then click the "Accept" button to complete the account setup process. If you do not accept the terms and conditions of the following license agreement, you will not be allowed to use the Moore Cost Online Application.

License Agreement

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT (THIS "AGREEMENT"). This Agreement is a binding legal contract between you individually ("You" or "Your") or, if You are authorized to license or acquire the Software (defined below) on behalf of a company, legal entity or organization, between the entity for whose benefit You act, together with its employees and agents, (in which event "You" or "Your" shall also refer to such entity and its employees and agents), and Moore Cost Online, LLC ("MCO" or "We") and governs Your use of Moore Cost Online Application and its fee-based product(s) and offerings (collectively "Moore Cost Online Application").

This Agreement incorporates all the terms and conditions applicable to use of this website. We may change, add, remove or modify any portion of this Agreement at any time. By clicking "Accept" below, You acknowledge that You have read this Agreement and You accept the terms hereof. YOUR CONTINUED USE OF MOORE COST ONLINE APPLICATION NOW AND IN THE FUTURE WILL INDICATE ACCEPTANCE BY YOU OF THE TERMS OF THIS AGREEMENT INCLUDING ANY CHANGES OR MODIFICATIONS MADE TO THIS AGREEMENT FROM TIME TO TIME AND POSTED ON THIS WEBSITE.

Definitions.

- "MCO Data" means building characteristics data, construction costs, replacement costs, market information, property information or any other figures, data, costs or information compiled by MCO, its affiliates or licensors.
- "MCO Proprietary Information" means any content, code, systems, methodologies, forms, algorithms, scripts, logic processes, methods of delivery and distribution, methods of gathering and managing data or any and all other related information delivered by MCO to You or used by MCO to provide the SAAS or Publication (including without limitation such information embedded in the SAAS or Publication).
- "Publication" means an MCO manual, book, index, brochure, factor or other paper, or MCO Data product.

- **“SAAS”** Software as a Service means Moore Cost Online Application and all other MCO software and technology (including hosting services and linking technologies). The SAAS will be delivered via access to an internet site or in any other media or through any other delivery mechanism selected by MCO. The SAAS may be used on a personal computer, or any other technology platform permitted by MCO.

License Grant. We grant to You, and You hereby accept, a non-exclusive, non-transferable, revocable, limited license to access and use the Moore Cost Online Application. You may not sublicense, assign or transfer any licenses granted by MCO and any attempt at such sublicense, assignment or transfer shall be null and void. Use of the information, calculations, products or services provided through Moore Cost Online Application for resale or for any use other than Your direct personal or internal business needs is prohibited and is a violation of this Agreement. This Agreement is for a license and not a sale.

License Restrictions. The following restrictions shall apply to Your use of the SAAS or Publication. You **MAY NOT**: (a) share the SAAS amongst multiple users who use a single log-in credential either simultaneously or at different times; (b) use and/or integrate a third party computer program (whether or not such program was developed by MCO or licensed to MCO by a third party) with the SAAS or Publication, including, but not limited to, a program designed for the purposes of data collection, assimilation, arrangement, or to be used in conjunction with the SAAS, without the prior written consent of MCO and payment of applicable fees to MCO; (c) develop a database, data compilation, data set or other data grouping containing the SAAS, Publication or MCO Data or MCO Proprietary Information; (d) translate, modify, reverse engineer, decompile or disassemble or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming or interoperability interfaces of the SAAS or Publication by any means whatsoever, or merge any part of the SAAS, Publication, MCO Data or MCO Proprietary Information into another program, copy or create derivative works based on the SAAS, Publication, MCO Data or MCO Proprietary Information.

In addition to any damages or remedies to which MCO is entitled for breach of this Agreement, for a breach of Section 2.1, the parties agree that MCO shall be entitled to restitution in the amount of \$10,000 plus an injunction against any acts which would result in a continued breach of Section 2.1:

In addition to the payments set out in this Section 2.2, You shall pay MCO all i) reasonable attorney's fees and all costs (internal or paid to third parties), and ii) all technical fees or costs (internal or paid to third parties) incurred by MCO to make a claim, or pursue damages or injunctive relief as a result of a breach of this Agreement.

Audit. MCO shall have the right to audit Your use of the SAAS or Publication during the term of this License Agreement and for a period of one (1) year after it expires. MCO reserves the right to conduct the audit itself, or to designate a third party to do so. You agree to maintain sufficient records so that MCO can successfully perform the audit contemplated by this Section. MCO shall pay for each audit unless the audit reveals a material breach of this Agreement by You, in which case the reasonable cost of the audit shall be paid by You. This Agreement must be retained as Your proof of license granted by MCO.

Ownership. Moore Cost Online Application, the SAAS, Publications, MCO Data and MCO Proprietary Information, and all copies thereof, are subject to protection under copyright law, patent law, trade secret law and other intellectual property laws of the United States, Canada and other jurisdictions. MCO and its licensors exclusively own and retain all right, title and interest in and to the SAAS, Publication, MCO Data and MCO Proprietary Information, including without limitation, all copyright, patent, trademark and trade secret rights. This Agreement does not grant You any intellectual property rights in the SAAS and MCO shall own all rights, title and interest in and to any modifications made by You to the MCO Data. We shall own all data collected hereunder. We retain the right to use information for statistical purposes, marketing analysis and related purposes.

License. Not a Sale. This license is not a sale. This Agreement only gives You some rights to use the SAAS or Publication. MCO reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the SAAS or Publication only as expressly permitted in this Agreement.

Confidentiality. The SAAS, Publication, MCO Data and MCO Proprietary Information are MCO's confidential and proprietary information. You will not duplicate or disclose any of MCO's confidential and proprietary information to any third party. Your duty of confidentiality continues after termination of the Agreement.

Payment. All services under this Agreement are billed to the credit card or Purchase Order (PO) You provide and all payments not already pre-paid are immediately due and payable. You agree to pay by valid credit card or government issued check (the "Payment Account") the fixed and periodic charges and fees, applicable taxes, and other amounts incurred in order to access Moore Cost Online Application. We reserve the right to increase charges and fees or to institute new charges or fees at any time, upon reasonable advance notice communicated to You through this website or such other means as we may deem appropriate from time to time (including electronic or conventional mail). Unless You terminate or cancel Your subscription before the relevant billing period begins, We will automatically charge Your Payment Account for each activity. Each time You use Moore Cost Online Application, such use reaffirms Your agreement that we may charge Your Payment Account.

Subscription Data. You agree that all information provided by You to MCO, including but not limited to information required or requested for subscription to Moore Cost Online Application, is true, accurate and complete information ("Subscription Data"). You agree to allow MCO to share Your Subscription Data with third parties for the purpose of verifying the information You provide and billing Your Payment Account or otherwise charging Your account; and enforcing this Agreement.

Privacy. Review the Privacy Policy carefully. We are not responsible for maintaining the confidentiality of Your user account information. You must notify MCO immediately in the event of any known or suspected unauthorized use of Your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your or anyone else's password or Payment Account information. You will be responsible for paying any amounts billed to Your Payment Account by a third party which were not authorized by You.

Term and Termination

We may terminate this Agreement at any time and without notice if (a) Moore Cost Online Application is no longer commercially available, (b) You fail to keep current in Your payment obligations or (c) You otherwise fail to comply with any term of this Agreement, as amended from time to time.

You may cancel Your subscription by contacting Customer Service at support@moorecostonline.com.

If this Agreement and/or Your subscription and license to use Moore Cost Online Application is cancelled or terminated,

- You agree that all fees and charges assessed by MCO are nonrefundable.
- Your license and right to use Moore Cost Online Application shall immediately cease and You shall make no further use of Moore Cost Online Application.

In the event of termination or cancellation, there is no right to reinstatement or reactivation. Any reinstatement or reactivation will require You (a) to enter into a new license agreement, under the then applicable terms, conditions and fees, (b) to pay a new setup fee and annual fee, if applicable, and (c) to pay any amounts due under the terminated or cancelled agreement.

Disclaimer of Warranties. By accessing and using Moore Cost Online Application, You acknowledge and agree that use of Moore Cost Online Application and the content is entirely at Your own risk. THE SOFTWARE AND/OR PUBLICATION IS SUPPLIED BY MCO TO YOU ON AN "AS IS" BASIS. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR CONTENT OF THE SOFTWARE AND/OR PUBLICATION, NOR DO WE WARRANT ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR DO WE GUARANTEE THAT THE SOFTWARE AND/OR PUBLICATION WILL BE SECURE, ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SOFTWARE AND/OR PUBLICATION WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. If applicable law gives You implied warranties, guarantees or conditions despite these exclusions, those warranties, guarantees or conditions will be limited to one year and Your remedies will be limited to the maximum extent allowed by the following Section: Limitations of Liability.

Limitation of Liability. We obtain Moore Cost Online Application content from sources considered by MCO to be reliable, but the accuracy and completeness of Moore Cost Online Application are not guaranteed. WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES OR OTHER LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY ERRORS OR OMISSIONS IN THE SOFTWARE OR OTHERWISE UNDER THIS AGREEMENT (EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). In the event of errors or omissions in the Software, MCO's only liability will be to correct such errors when notified of their existence. Some states do not allow the exclusion or limitation of indirect, special or consequential damages, but the above limitation shall apply to You to the extent permitted by law.

Indemnity. You agree to indemnify, defend and hold MCO, its officers, and affiliated companies harmless from any and all losses, costs, damages, expenses, claims, demands or other liabilities, including legal fees and costs, arising from Your use of the SAAS and/or Publication, or Your breach of this Agreement.

Non-Assignment. This Agreement is personal to You and You may not assign this Agreement or delegate Your obligations under this Agreement without the prior written consent of MCO. Any purported assignment of rights or delegation of performance in violation of this section is void.

Breach. You acknowledge that a breach or threatened breach of the Agreement may, as determined by a court of competent jurisdiction, result in irreparable and continuing damage to MCO for which monetary damages may not be sufficient, and agrees that MCO will be entitled to seek, in addition to its other rights and remedies under this Agreement or at law, injunctive or other equitable relief without the necessity of posting a bond or proving actual damages, and such further relief as may be proper from a court of competent jurisdiction. Nothing herein shall preclude MCO from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which remedies shall be cumulative. In the event that MCO prevails in such action, MCO shall be entitled to recover from You reasonable attorney's fees incurred in connection therewith.

Force Majeure. MCO shall not be responsible for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including without limitation, acts of God, fire, natural disaster, civil disturbances, mechanical or computer failure, legal restrictions, terrorist activity, strike, war, or any other similar catastrophe. In such cases, performance by MCO of this Agreement shall be suspended without liability for the period of delay reasonably attributable to such causes, including recovery time.

Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Kansas (without regard to its conflicts of laws principles), except as to copyright, trademark and patent matters which shall be governed by the laws of the United States. You agree to exclusive personal jurisdiction and venue in the State of Kansas and federal courts of the United States. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. The failure of either party to enforce a right available under this Agreement shall not be deemed a waiver of the right. Paragraph headings are for convenience only and are not a part of this Agreement.

If You have any questions concerning this Agreement, contact Contract Management at: Moore Cost Online, LLC, 10104 W. 105th Street, Overland Park, Kansas 66212. The customer support telephone number is (913) 529-4227. Heritage Computer & Consulting, Inc.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THE TERMS AND CONDITIONS STATED HEREIN CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND MCO AND SUPERSEDES ALL PROPOSALS, PRIOR OR CONTEMPORANEOUS AGREEMENTS OR OTHER COMMUNICATIONS (ORAL OR WRITTEN) BETWEEN YOU AND MCO RELATING TO THE SUBJECT MATTER OR THIS AGREEMENT.

Moore Cost Online, LLC Privacy Policy

1. We are committed to safeguarding the privacy of our Moore Cost Online Application users; in this policy we explain how we will treat your personal information. We'll start by getting a few definitions out of the way that should help you understand this policy. When we say "we," "us," "Moore Cost Online, LLC" we're referring to Moore Cost Online, LLC, a Kansas limited liability company. When we say "you" we're referring to the person or entity that's registered with us to use the Moore Cost Online Application (the "MCO App").
2. If there are any changes to this Privacy Policy, we'll post them on the Website. Any changes will be effective as of the date we post on the Website. You may object to any changes within 20 days after they're posted on our Website, in which case none of the proposed changes will be effective with respect to information that we've already collected from you, but will apply only to information we collect in the future. We won't treat information of any open account differently from any other open account. If you object to changes in our Privacy Policy, we'll have to terminate your account.
3. This Privacy Policy is effective with respect to any data that we've collected, or collect, about and/or from you.
4. When you register to use the MCO App you are giving us information that we collect. That information may include your IP address, name, physical location, and other details. By giving us this information, you consent to your information being collected, used, disclosed, and stored by us, only as described in this Privacy Policy.

We may get information about how and when you use the MCO App. This information may include your IP address, time, date, location, and actions taken by you within the application.

When you register to use the MCO App, we store "cookies," which are strings of code, on your mobile device. We use those cookies to collect information about when you visit MCO App, when you use the MCO App, your location, and other similar information. You may turn off cookies that have been placed on your mobile device by following the instructions on your mobile device, but if you block our cookies, it may be more difficult (and maybe even impossible) to use the MCO App.

5. We may use and disclose your Personal Information only as follows:
 - a. To provide information to the Local Government necessary to use the MCO App.
 - b. To send you System Messages. For example, we may let you know about temporary or permanent changes to the MCO App,

like planned outages, new features, version updates, releases, abuse warnings, and changes to our Privacy Policy.

- c. To enforce compliance with our Terms of Use and applicable law. This may include developing tools and algorithms that help us prevent violations.
 - d. To provide customer support.
 - e. To meet legal requirements like complying with court orders and valid subpoenas.
 - f. To provide information to representatives and advisors, like attorneys and accountants, to help us comply with legal, accounting, or security requirements.
 - g. To prosecute and defend a court, arbitration, or similar proceeding.
 - h. To support and improve the Services we offer.
 - j. To communicate with you about your account for informational, not promotional, reasons.
 - k. To transfer your information in the case of a sale, merger, consolidation, or acquisition. In that event, any acquirer will be subject to our obligations under this Privacy Policy, including your rights to access and choice. We will notify you of the change by posting a notice on our Web site.
 - l. To send you informational and promotional content that you may choose (or "opt in") to receive. You can stop receiving our promotional emails by following the unsubscribe instructions included in every email.
6. Occasionally, we have to disclose information about our customers to meet legal requirements. Third-party disputes are a common example: If two parties have a dispute, then we might get a request for user data. Whether we comply or not depends on the subpoena.
7. The MCO App include links to other websites, whose privacy practices may be different from ours. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Website you visit.
8. Nobody is safe from hackers. If a security breach causes an unauthorized intrusion into our system that materially affects you we will notify you as soon as possible and later report the action we took in response.

9. We do our best to keep the local government data accurate and up to date, but we are not liable if that data is not accurate or up to date.

Moore Cost Online, LLC

Disclaimer

The physical characteristics entered by the user will be used to calculate an estimate of the construction cost or replacement cost of the subject building have been saved. Registered users may exit and return at a later time to perform the cost calculation. An unregistered guest user cannot leave and return because all entered data will be lost.

Performing the calculation step will generate the shell structure cost estimate for each building section as if constructed new and the cost of each finished use type within each level of each building section. The intent of this calculation is to give the user an accurate starting point in determining the building's estimated value.

If the subject building is not new construction, then certain adjustments, primarily depreciation, will be needed to estimate its current value. Following the calculation of the building's replacement cost new (RCN), the user will be able to enter estimated depreciation due to physical deterioration, functional obsolescence, and economic obsolescence, for each building section structure and each building use.