

STREAM:RASTER™ LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY

This **STREAM:RASTER™ License Agreement** (“**Agreement**”) is a legal contract between **Woolpert, Inc.** (“**Woolpert**”), an Ohio corporation, and the company or governmental entity on whose behalf the **Service**, as defined below, is being accessed or used (“**Customer**”). By executing the applicable **Woolpert Subscription Order Form** (“**Order**”), **Customer** agrees that it is bound by and its use of the **Service** is governed by the terms and conditions of this **Agreement**.

1. LICENSE

1.1 *Grant.* Upon Customer’s acceptance of this Agreement and subject to the terms and conditions of this Agreement, Woolpert grants Customer a personal, non-exclusive, and non-transferable license to access and use certain Woolpert proprietary software and other technology providing cloud-hosted map tile functionality for raster data through Woolpert’s designated website on a software-as-service-basis, currently known as “STREAM:RASTER™” (collectively, “Service”). Customer’s use of the Service may be subject to certain usage limitations, depending on the applicable subscription selected by Customer as designated in the Order.

1.2 *Service Availability.* Woolpert will take commercially reasonable steps to keep the Service operating smoothly and efficiently in accordance with the Service Level Agreement set forth at <https://bit.ly/stream-sla>. However, since the Service operates using computer equipment, computer software programs, and the Internet, Woolpert is not responsible for delays or service interruptions, including, without limitation, limitations on the availability of transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. Woolpert will employ commercially reasonable measures to maintain the security of and protect map tiles derived from raster data (“Customer data”) stored on or through the Service. In addition, Woolpert will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Service in the event of the failure of any of Woolpert’s equipment. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s workday business activities. For unscheduled service interruptions attributable to causes within Woolpert’s reasonable control, as Woolpert’s sole obligation and Customer’s exclusive remedy, Woolpert shall make reasonable efforts to restore access to the Service.

1.3 *Proprietary Rights.* Customer acknowledges that the Service, and any associated report formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by United States of America and international copyright laws and are owned by Woolpert or its licensors. The Service and all copies, versions, and derivative works of the Service shall remain the sole property of Woolpert or its licensors. Customer shall not allow any third party to access or use the Service, except as permitted under Paragraph 1.1 above. Customer shall not modify or create any derivatives of the Service, except as necessary for its internal use. Customer shall not convert, decompile, or otherwise reverse engineer or decode any software of the Service. Customer shall not take or refrain from taking, directly or indirectly, any

action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Service. Customer shall not export the Service, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. Customer shall ensure that its employees and contractors who access or use the Service comply with the obligations of this Paragraph 1.3. Customer is liable for the acts and omissions of its employees and contractors with respect to their access and use of the Service.

1.4 *U.S. Government Rights.* The Service and related materials are commercial in nature and developed solely at private expense. The Service and related materials 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 only as Commercial Items and with only those rights as are granted to all other end-users pursuant to the terms and conditions of this Agreement.

1.5 *Survival; Injunctive Relief.* Customer’s obligations under this Section 1 shall survive termination of this Agreement. Customer acknowledges that a breach of its obligations under this Section 1 will cause irreparable harm to Woolpert or its licensors for which monetary damages would be inadequate. Woolpert or its licensors will be entitled to injunctive relief for any such breaches, threatened or actual.

2. CUSTOMER RESPONSIBILITIES

2.1 *Operations.* Customer is responsible for the operational aspects of accessing and using the Service, including, but not limited to, (a) acquiring, installing, and maintaining computer equipment and computer software programs compatible with and as necessary to use the Service, (b) obtaining access to the Internet, (d) determining the accuracy of all data it uploads to and downloads using the Service, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Customer’s exposure with respect to potential losses and damages arising from use, non-use, errors and omissions of the Service or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

2.2 *Uploaded Data.* Customer warrants that it has the right to upload all data uploaded by it or its employees or contractors.

3. FEES AND OTHER CHARGES

3.1 *Fees.* Customer shall pay Woolpert the applicable subscription fees due under this Agreement for the Service in the amounts and frequency as specified in the Order. In addition, if Customer exceeds the usage limitation applicable to the subscription selected in the Order, Woolpert will invoice overage fees as specified in the Order.

3.2 *Taxes.* Customer shall pay when due or, if necessary, reimburse Woolpert for, all taxes, duties, tariffs, import and export fees, and any other charges or assessments, including any withholding tax that Woolpert may be obligated to pay, and penalties and interest arising from Customer's failure to pay such amounts timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on Woolpert's net income or corporate franchise. At Woolpert's request or as required by law, Customer shall remit the amount of any withholding tax payment to Woolpert or to the proper tax authorities. If Customer remits the amount to the tax authorities, Customer shall send a copy of the tax payment receipt to Woolpert within ten days of payment. Customer shall indemnify and hold Woolpert harmless from any encumbrance, fine, penalty, interest or other expense that Seed may incur as a result of Client's failure to pay any amounts as required under this Paragraph 3.2. If Customer has tax exempt status, it shall supply Woolpert with its tax-exempt certificate or number as necessary. Taxes are due as assessed.

3.3 *Payment.* Payment of the subscription fees is due as specified in the Order. Payment of any overage fees is due within 15 days of Customer's receipt of the applicable invoice. All payments under this Agreement shall be in United States dollars. Customer shall reimburse Woolpert for all reasonable costs of collection of past due amounts, including, but not limited to, reasonable attorney fees and collection agency charges.

4. WARRANTY

4.1 *Right.* Woolpert warrants that it has the right to grant the license and other rights granted to Customer under this Agreement.

4.2 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WOOLPERT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WOOLPERT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

5. INDEMNITIES AND LIABILITIES

5.1 *Indemnification by Customer.* Customer shall indemnify and hold Woolpert harmless from any claims resulting from Customer's use of the Service, except to the extent such claims arise from Woolpert's gross negligence or willful misconduct.

5.2 *Limitation of Liability.* The total liability of Woolpert for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Service or anything else under this Agreement shall not exceed the amounts paid by Customer to Woolpert under this

Agreement during the 12 months immediately preceding the claim.

5.3 *Exclusion of Liability.* WOOLPERT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA. IN NO EVENT SHALL WOOLPERT, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CUSTOMER OR ANY THIRD PARTY, EVEN IF WOOLPERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall commence upon execution of the Order and shall continue for a term equal to the initial subscription period specified in the Order. Thereafter, this Agreement shall automatically renew for successive renewal terms of one year each, unless either party gives the other party written notice of termination at least 30 days prior to the end of the then-current term.

6.2 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

6.3 *Termination for Default.* Customer may terminate this Agreement if Woolpert fails to cure any material default of its obligations under this Agreement within 30 days after its receipt of Customer's written notice detailing such default. If Customer fails to make any payment as required by this Agreement or otherwise fails to comply with any material term or condition of this Agreement, Woolpert may, at its option, (a) suspend Customer's access to the Service upon ten days' prior written notice, or (b) terminate this Agreement upon ten days' prior written notice to Customer. In the case of suspended Service, unless this Agreement is otherwise terminated, upon Customer curing the default, Woolpert will resume Customer's access to the Service. Such termination and suspension rights are in addition to any other rights and remedies provided under this Agreement or otherwise under law.

6.4 *Effect of Termination.* Upon termination of this Agreement, Customer shall have no right to access or use the Service. No termination of this Agreement shall release Customer from any obligation to pay Woolpert any amount that has accrued or becomes payable at or prior to the date of termination.

6.5 *Customer's Data.* Upon termination of this Agreement and upon payment of all amounts due from Customer under this Agreement, including the amount described in the following sentence, Woolpert will deliver to Customer all of Customer's data stored on Woolpert's servers in connection with Customer's use of the Service. Customer shall pay Woolpert its then-current standard rates for Woolpert's work to format, prepare, and deliver Customer's data to Customer in a format other than Woolpert's standard format.

7. MISCELLANEOUS

- 7.1 *Compliance with Law.* Each party shall comply with all applicable laws, rules, and regulations, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data, including personal data. The foregoing obligation shall survive termination of this Agreement.
- 7.2 *Non-solicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the written consent of the other party, any employee, consultant, contractor, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, contractor, or subcontractor, whichever occurs first.
- 7.3 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 7.3, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 7.4 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 7.5 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 7.6 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by email, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the applicable party's address set forth in the Order, or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.
- 7.7 *Third-Party Beneficiaries.* Woolpert's licensors shall be third-party beneficiaries under this Agreement for the limited purpose of protecting and enforcing their

intellectual property rights to the extent that Woolpert fails to do so.

- 7.8 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Dayton, Ohio metropolitan area administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection, and conducted in the English language. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, except to the extent necessary in connection with a court action to enforce an arbitration award. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.
- 7.9 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts of the International Sale of Goods shall not apply to this Agreement.
- 7.10 *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid.
- 7.11 *Entire Agreement.* This Agreement, the Order, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may be amended from time to time by Woolpert upon written notice to Customer.

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