**FLOODBASE, PBC**

TEST DATA EVALUATION

This Evaluation Agreement (this "**Agreement**") is entered into between Floodbase, PBC ("**Floodbase**") and the company or individual who accepts this Agreement by clicking "I Agree" or a similar button ("**Company**"). This Agreement is effective as of the date of acceptance (the "**Effective Date**").

OUTLINE

| Data | Floodbase will provide Company with the following sample data ( "**The Data**"), which is a limited, non-production subset of flood event data generated by Floodbase for the purposes of understanding and evaluating future real-time event response Data. Sample Data may differ in scope, geographic coverage, resolution, and completeness, and does not include the full dataset or real-time delivery features available to subscribed customers. |
|---|---|
| Evaluation Term | Company will have 90 days to evaluate and test the Data ("**Evaluation Term**"). After the Evaluation Term, (1) Company will stop testing and the evaluation of the Data; (2) will destroy the Data as requested by Floodbase in writing (email sufficient); and (3) certify in writing (email sufficient) to Floodbase that Data has been destroyed. |
| Use Limitations | Company will only use the Data for testing and evaluation purposes in the context of a potential purchase of the Data. Company will not share the data with any third party for any purpose without the express written consent of Floodbase, PBC.  Additionally, any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Floodbase. |
| Fee/Compensation | The Data will be provided free of charge. In consideration for Company's access to the Data, Company will provide Feedback regarding the quality of the Data and Company's experience using the Data, in a form suitable to Floodbase (orally during a call and/or over a written form). |

TERMS

1.      **Evaluation**. Subject to Company's compliance with this Agreement: (A) Floodbase will provide Company with access to the Data; and (B) Floodbase grants to Company a limited right during the Evaluation Term described in this Agreement to access the Data; in each case, solely to permit Company to internally evaluate and test the Data in accordance with the Use Limitations described in this Agreement. Any replacements, additions, improvements, modifications, enhancements to the Data provided to Company, and any copies, abstracts, summaries, analyses, and other derivatives of and output based upon the Data, and all embodiments of the foregoing, are included within the term "Data" and are subject to this Agreement. Company is responsible for all equipment and third-party software necessary to evaluate the Data.

2.      **Restrictions**. In addition to any Use Limitations described in this Agreement, except to the extent Company has an affirmative right to do so under applicable law, Company may not: (A) modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy any portion of the Data; (B) circumvent or disable any security or other technological features of the Data; (C) distribute the Data to any third parties; or (D) exceed any limitations described in any documentation relating to the Data or otherwise communicated to Company by Floodbase.

3.      **Representation***.* Company represents and warrants to Floodbase that Company will evaluate and test the Data in compliance with any instructions provided by Floodbase and all applicable laws and regulations.

4.      **Confidentiality**. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Floodbase includes the

Data. The Receiving Party agrees: (A) to take reasonable precautions to protect the Disclosing Party's Confidential Information; and (B) not to use (except as expressly permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing does not apply with respect to any Confidential Information of Disclosing Party that the Receiving Party can document: (1) is or becomes generally available to the public; (2) was in its possession or known by it prior to receipt from the Disclosing Party; (3) was rightfully disclosed to it without restriction by a third party; or (4) was independently developed without use of or reference to any Confidential Information of the Disclosing Party. For the avoidance of doubt, in no case will the availability or possession of data and other information underlying the Data affect the confidential nature of the Data. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required under applicable law, so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure.

5. **Ownership**. Floodbase owns all right, title, and interest in and to the Data. Except for those rights expressly granted in this Agreement, Floodbase does not grant any other rights, express or implied, to Company. To the extent Company has or acquires any right, title, or interest in or to any Data, Company hereby irrevocably and fully assigns all such right, title and interest to Floodbase. For the avoidance of doubt, nothing in this Agreement restricts Floodbase' ability to share, sell or otherwise distribute the Data to any third party.

6. **Feedback**. Company hereby assigns to Floodbase all right, title, and interest in and to any feedback to Floodbase concerning the Data (including identifying potential errors and improvements) ("**Feedback**"), and Floodbase may use the Feedback without payment or restriction. To the extent the assignment in the previous sentence is ineffective, Company hereby grants to Floodbase an exclusive, perpetual, irrevocable, royalty-free, sublicenseable, transferable, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Feedback for any purpose without payment or restriction. At Floodbase's request and expense, Company will execute any documents and perform other acts, as Floodbase reasonably requests, to assist Floodbase in acquiring, perfecting, and maintaining Floodbase's rights in and other legal protections for the Feedback.

7. **No Warranty**. THE DATA IS PROVIDED "AS IS" FOR LIMITED EVALUATION AND TESTING PURPOSES ONLY, AND FLOODBASE DOES NOT WARRANT THAT THE DATA WILL BE ERROR FREE OR AVAILABLE. FLOODBASE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Term**. This Agreement will begin on the date Company begins using the Data and will continue for the Evaluation Term. Floodbase may immediately terminate this Agreement at any time. Upon the expiration or termination of this Agreement: (A) Company will discontinue all use and testing of the Data; (B) Company will destroy all Data in its possession and certify in writing (email sufficient) to Floodbase that Data has been destroyed; and (C) any licenses provided to Company will immediately terminate. Sections 2 (Restrictions), 3 (Representation), 4 (Confidentiality), 5 (Ownership), 6 (Feedback), 7 (No Warranty), 8 (Term), 9 (Limitations of Liability), 10 (Remedies), 11 (Assignment), and 12 (Miscellaneous) will survive termination or expiration of this Agreement.

9. **Limitations of Liability.** FLOODBASE WILL NOT BE LIABLE TO COMPANY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF FLOODBASE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. FLOODBASE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED $100.

10. **Remedies**. Company understands that any violation or threatened violation of this Agreement may cause irreparable injury to Floodbase, and that Floodbase may seek injunctive relief in addition to all legal remedies.

11. **Assignment**. Floodbase may assign this Agreement or delegate its performance. Company may not assign (whether by operation of law or otherwise) this Agreement or delegate its performance without Floodbase's prior written consent, and any attempt to do so is void. This Agreement is binding upon and inures to the benefit of the parties' permitted successors and assigns.

12. **Miscellaneous**. This Agreement is governed by New York law without reference to its conflict of laws principles. All claims arising under this Agreement will be litigated exclusively in the federal or state courts of New York, New York. The parties submit to the jurisdiction in those courts. This Agreement and any attachments or exhibits thereto constitutes the entire agreement and supersedes any other agreement of the parties relating to its subject matter. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, or supplement this Agreement. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any provision (or portion of a provision) of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect. This Agreement may only be amended by a written amendment that: (A) states that it is amending this Agreement; and (B) is signed

by both parties. This Agreement may be executed in two counterparts; each counterpart is an original, and all counterparts together are the same agreement.