

TERMS OF SERVICE FOR CLOUD SERVICES

If you or your employer as Customer (defined below) has entered into a written agreement with respect to the Cloud Services, the terms of that agreement supersede these Terms.

Otherwise, these Terms of Service (“**Terms**” and “**Agreement**”) govern the use of the Ladrir Cloud Services offered by Ladrir Technologies, Inc. (“**Ladrir**”) and acceptance of these terms is required in order to use Ladrir Cloud Services. If your employer has not entered into such agreement, your use of the Cloud Services constitutes your representation that you have the authority to agree to these Terms on behalf of your employer and do so bind your employer, in which case your employer is Customer as used hereunder. These terms form a binding agreement between Ladrir and the local government or other legal entity which has executed an Order Form for the Cloud Services (“**Customer**”), which Order Form is hereby incorporated into this Agreement by reference.

As used herein, each of Ladrir and Customer is a “**Party**” and collectively, they are referred to as “**Parties**”.

ARTICLE I. INITIAL CONSIDERATIONS

SECTION I.01 Ladrir may alter the Cloud Services, or modify, suspend or discontinue such services at any time and without notification to its customers, including Customer. Ladrir may also change, update, add or remove provisions of this Agreement and its terms from time to time (collectively, “**Modifications**”). Ladrir shall inform Customer of any substantive Modifications to these Terms by posting them on its website and in an email that it will send to any address that Customer has provided in an Order Form or other formal communication provided by Customer. The most recent version of these Terms prior to such email notification shall control until such email is sent by Ladrir.

Customer agrees that any such Modifications shall be binding on Customer unless it objects thereto within 30 days of such notice. If such objection is delivered within the time specified, the immediately prior version of these terms of service shall be the binding version of the terms of service accepted by or binding on Customer until the end of the Initial Term specified above, whereupon the then current version of the Terms of Service shall apply. No Modifications will alter the terms of an executed Order Form.

SECTION I.02 Additional Terms for Ladrir Disaster Consulting Services. The terms and conditions of Attachment 2 shall also apply to any Purchase Order for Ladrir Forward Operations Consulting or Disaster Consulting Services.

SECTION I.03 Additional Defined Terms.

"Access Credentials" means any user name, password, license or security key, security token, or other method, technology or device used, alone or in combination, to authenticate and authorize access to and use of the Cloud Services.

"Affiliate" means, with respect to any corporate entity, a company controlled by, controlling, or under common control of a parent entity.

"Authorized User" means an employee or consultant of Customer authorized to use the Cloud Services pursuant to Section 4.01 and the other terms and conditions of this Agreement.

"Cloud Services," means Ladriss Operator cloud-based software as a service for one or more of the following modules if selected in executed Purchase Orders: (i) Ladriss SAAS for Evacuations, (ii) Ladriss SAAS for Wildfire Spread, (iii) Ladriss SAAS for Flooding, (iv) Ladriss SAAS for Fuels Modeling, (v) Ladriss SAAS for Data Lake Services and (vi) in each case, all new versions, updates, revisions, improvements and modifications of the foregoing, including the software that Ladriss uses to provide remote access to and use of the Cloud Services. Cloud Services excludes new products or services containing major enhancements and/or significantly enhanced functionality.

"Contract Year" means the period of twelve (12) consecutive months during the Initial Term of this Agreement, commencing on the Effective Date, and with, with respect to any contract renewal, each subsequent period of twelve (12) consecutive months commencing on the anniversary of the Effective Date.

"Covered Region" shall mean (1) in the case of a customer that is a government entity the jurisdictional boundaries of the Customer; and (2) in the case of a non-government entity, the regions specified in the Purchase Order. The definition of Covered Region may be modified in any signed purchase order.

"Customer Data" means information, data, images, Maps (as defined in Article III), video and other content, regardless of form or medium, that is collected, downloaded or otherwise received from Customer or an Authorized User for processing by the Cloud Services, but does not include Ladriss Data or Resultant Data metadata derived from Customer usage.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks operated by Customer.

"Disaster Consulting Services" has the meaning assigned to such term in Appendix 2.

"Documentation" means any manuals, instructions or other documents or materials in any medium, as updated from time to time, that the Ladriss provides or makes available to Customer.

"Harmful Code" means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent a customer or end user from accessing or using the Cloud Services as intended by this Agreement.

"Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world including any such intellectual property rights which come into existence following the Effective Date of this Agreement.

"Ladris Data" means (i) all data and information provided by the Cloud Services that is proprietary to Ladris, its suppliers or its or their licensors, (ii) all metadata captured by the Cloud Services, including time and duration of simulations, origin of fire, direction of travel and all other parameters set by Customer in running simulations, and frequency of use, and (iii) all Resultant Data.

"Ladris Forward Operations Consulting Services" means the Disaster Consulting Services as outlined in Attachment 2 hereto, and any Statement of Work pursuant to such attachment and terms.

"Ladris Materials" means the Specifications (if any), Documentation and any and all other information, data, documents, materials and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to Customer or used by Ladris or any Subcontractor in connection with the Cloud Services or Ladris Systems. For the avoidance of doubt, Ladris Materials include Ladris Data and Resultant Data, but do not include Third Party Materials or Customer Data.

"Ladris Personnel" means all individuals involved in the performance of Cloud Services as employees, agents or independent contractors of Ladris or any Subcontractor.

"Ladris Products" means the Evacuation Modeling Service and Ladris Professional Services.

"Ladris SAAS Data Lake" means a data lake, holding disparate data from environmental sensors, current and historical environmental data and records and reports, road data information and other data from federal and state databases and resources, as customized for and by Customer.

"Ladris SAAS for Evacuations" means the Ladris Operator cloud-based software as a service for transportation and evacuation modeling and all new versions, updates, revisions, improvements and modifications of the foregoing, but the term does not include new products or services containing major enhancements and/or significantly enhanced functionality. Ladris SAAS for Evacuations includes Third Party Materials.

"Ladris SaaS for Flood Monitoring" means a simulation module that provides real time estimates of inundation and impact of flooding and storm surges.

"Ladris SaaS for Fuels Modeling" means a module that tracks vegetation condition and fuel loads and assists in flagging hazard conditions, and priorities treatment, as well as quantify mitigation effects over time.

"Ladris SAAS for Wildfire Spread" means the Ladris cloud-based software as a service for wildfire Spread and all new versions, updates, revisions, improvements and modifications of the foregoing, but the term does not include new products or services containing major enhancements and/or significantly enhanced functionality. Ladris SAAS for Wildfire Spread includes Third Party Materials.

"Ladris Systems" means the information technology infrastructure used by or on behalf of Ladris to operate, maintain and make available the Cloud Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Ladris or through the use of Subcontractors.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, or other liabilities, awarded in a final judgment, including interest, awards, penalties, fines, costs and expenses, as well as reasonable attorneys' fees; provided, however, that losses shall not include (i) any amounts resulting from loss of property, loss of services, personal injury, or death resulting from an evacuation or wildfire, or (ii) loss resulting from any other hazardous activity.

"Map" has the meaning assigned to such term in Section 9.04

"Model Outputs" means predictions, simulations, maps, risk scores, recommended routes, time estimates, and any similar analytic outputs generated by the Cloud Services from variable and assumption-driven inputs.

"Open Source Program(s)" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models.

"Operational Decisions" means all decisions, orders, and actions taken by Customer or its personnel (including evacuation orders, routing, communications, staging, and deployment of resources).

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Purchase Order" means one or more written purchase orders, Order Forms or quotations for the acquisition of Cloud Services by Customer, duly executed by both parties that includes pricing and licensing information.

"Representatives" means, with respect to a Party (including Ladriz's Suppliers), the employees, officers, directors, consultants and legal advisors of a Party, their Affiliates' and Ladriz Suppliers.

"Resultant Data" means information, data and other content that is derived by or through the Cloud Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Resultant Data includes but is not limited to information, data or other content derived from Ladriz' analysis of Customer's access of the Cloud Services.

"Specifications" means the published technical description for the Cloud Services or Documentation.

"Supplier" means any other entity that licenses or otherwise provides Ladriz with Third Party Materials, including software.

"Term" means the term of the Ladriz Cloud Services, and or Disaster Consulting Services set forth in an applicable Purchase Order.

"Third Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, APIs, products, equipment or components of or relating to the Cloud Services that are not proprietary to Ladriz or its licensors.

ARTICLE II. USE OF CLOUD SERVICES.

SECTION II.01 Cloud Services. During the Term of this Agreement, Ladriz shall provide to Customer and its Authorized Users a non-exclusive, non-transferable right to access and use the Cloud Services in the manner set forth in an active Purchase Order, subject to the additional provisions of Section 4.01 (Authorization and Customer Restrictions). Use of the Cloud Services by Customer for modeling and simulations shall extend to the Covered Region only. The Cloud Services shall be provided 24 hours per day, seven days per week every day of the year, except as provided in Article VI (Service Levels and Service Credits.)

SECTION II.02 Decision Support Only. The Parties acknowledge the Cloud Services are decision-support tools based on assumptions and incomplete data. Model Outputs are estimates and not facts, directives, or orders. Customer remains solely responsible for all Operational Decisions and for validating Model Outputs against Cloud Services assumptions, inputs, and conditions on the ground. The Cloud Services are not a substitute for wildfire command, emergency response services, law enforcement, fire command or flooding or traffic control.

SECTION II.03 Cloud Services and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

- (a) the Cloud Services, Ladriz Materials and Ladriz Systems shall be operated, maintained and managed by Ladriz;
- (b) the Cloud Services may be operated on hardware and at locations owned, maintained and managed by a third-party supplier to Ladriz; and
- (c) Customer will retain sole control over the operation, maintenance and management of the Customer Systems, and shall have sole responsibility for all access to and use of the Cloud Services and Ladriz Materials by or through the Customer Systems, including any: (i) Customer Data, or other information, instructions or materials provided by Customer or any Authorized User; and (ii) the distribution of Customer Data based on use of the Cloud Services.

SECTION II.04 Changes. Ladriz reserves the right, in its sole discretion, to make any changes to the Cloud Services and Ladriz Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Ladriz' Cloud Services to its customers,

(ii) the competitive strength of or market for Ladriss' Cloud Services or (iii) the Cloud Services' cost, efficiency or performance; or (b) to comply with applicable Law.

SECTION II.05 Subcontractors. Ladriss may from time to time in its discretion engage third parties to operate, maintain, and make available perform the Cloud Services (each such third party being a Supplier or a "**Subcontractor**").

SECTION II.06 Suspension or Termination of Cloud Services. Ladriss may, directly or indirectly, suspend, terminate or otherwise deny access to or use of all or any part of the Cloud Services or Ladriss Materials by Customer, or any Authorized User if: (a) Ladriss receives a judicial or other governmental demand or order, or law enforcement request that requires Ladriss to do so; or (b) Ladriss believes, in its good faith and sole discretion, that: (i) Customer or such Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Cloud Services beyond the scope of the rights granted; or (ii) Customer or such Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities. This Section 2.06 does not limit any of Ladriss' other rights or remedies, whether at law or in equity.

ARTICLE III. ZONES AND MAPS.

SECTION III.01 Customer Maps. Customer may supply Ladriss with maps, a term that also includes shape files, zones or base layers (all such data being "**Maps**") that it uses in planning and modeling, including those used for evacuation scenarios. Customer represents and warrants that all such Maps are in the public domain or that Customer has full rights to license, including the right to sublicense use of, such Maps. Customer hereby irrevocably grants to Ladriss a perpetually, royalty-free, worldwide license to reproduce, use, license and sublicense such Maps in connection with the use of Cloud Services by Ladriss customers and as embedded in such other products and services as may be developed and marketed by Ladriss and its assignees.

SECTION III.02 Customer Zones. Effective use of the Cloud Services requires the use of Zones to identify

disaster impact and evacuation areas and scenarios. If Customer Maps include Zones, Ladriz will use such Customer provided Zones at Customer request. If Customer does not request the use of Zones it has provided, Ladriz may use its own Zones.

SECTION III.03 Ladriz Zones. Ladriz Zones are algorithmically created to designate appropriate areas to evacuate as a unit. In determining the areas to evacuate, Ladriz may take into account population density, the configuration of road networks, and evacuation speeds as well as other items. Zones created for the evacuation based on fire and those based on flooding may not be identical. Zones may be static, and determined in advance. Under some use cases, zones may be dynamic.

ARTICLE IV. AUTHORIZATION AND CUSTOMER RESTRICTIONS.

SECTION IV.01 Authorization. Ladriz authorizes Customer and its Authorized Users to access and use the Cloud Services and such Ladriz Materials as Ladriz may supply to Customer. This access and use is limited to use by Customer for its internal business, or in the case of governments, in exercise of its own responsibilities to its residents. This authorization is non-exclusive and non-transferable, other than as may be set forth in Section 15.07 (Assignment).

SECTION IV.02 Prohibitions. Customer shall not (i) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code or object code of the Cloud Service software, in whole or in part, (ii) copy, modify, or prepare derivative works of the Cloud Service software or the Ladriz Materials or (iii) with respect to both clause (i) and (ii), permit any Person to do so..

SECTION IV.03 Additional Limitations and Restrictions. Customer shall not, and shall not permit any Person to, copy, distribute, reproduce, incorporate, use, or access the Cloud Services or Ladriz Materials in any manner except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement (or any applicable open source license) expressly permits:

- (a) access or use the Cloud Services other than through the use of valid Access Credentials;
- (b) input, upload, transmit or otherwise provide to or through the Cloud Services any information or materials that are unlawful, injurious, or contain, transmit or activate any Harmful Code;
- (c) remove, delete, alter or obscure any trademarks, terms of service, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Cloud Services or Ladrir Materials, including any copy thereof; or
- (d) access or use the Cloud Services or Ladrir Materials for the development of a competing software service or product or any other purpose that is to Ladrir's detriment or commercial disadvantage.

ARTICLE V. SUPPORT.

SECTION V.01 Customer. Basic Support and maintenance shall be provided for Customers as set forth in Attachment 1. Customer may purchase enhanced support for Cloud Services separately, or in the future at Ladrir's then-current rates.

ARTICLE VI. SERVICE LEVELS AND CREDITS.

SECTION VI.01 Service Levels. During the Term of this Agreement, Ladrir will use commercially reasonable efforts to make the Cloud Services Available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Cloud Service Period**"), excluding unavailability as a result of any of the Exceptions described below in Section 6.04 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Ladrir SAAS for Evacuations to meet the Availability Requirement. "**Available**" means the Ladrir SAAS for Evacuations is available for access and use over the Internet and are operating in substantial accordance with the Specifications.

SECTION VI.02 Service Level Failures and Remedies. In the event of a Service Level Failure, and if Customer otherwise meets its obligations under this Agreement, Ladrir shall issue a credit to Customer in the amount of a percentage of the Fees due for the Cloud Service Period in which the Service Level Failure occurred (each a "**Service Credit**") as set forth in the following table: In the first column, the Percentage of Availability shall be calculated

according to the formula set forth in Section 6.03 below.

Percentage of Availability	Amount of Service Credit
between 98.0% and 99.5%	10%
between 95.0% and 98.0%	18%
below 95.0%	40%

In addition, all Service Credits shall be subject to the following:

- (a) Ladriz has no obligation to issue any Service Credit unless Customer requests such Service Credit and provides to Ladriz the supporting information set forth in Section 6.02(b) below within seven (7) days following the end of the applicable Cloud Service Period;
- (b) Customer must provide to Ladriz all information necessary to document the Service Level Failure, including without limitation, log files showing the period(s) when the Cloud Services were not Available, the date(s) and time(s) on which they occurred, the number and location(s) of the affected Authorized Users (if applicable); descriptions of Customer's attempts to resolve the matter; and any other pertinent information;
- (c) in no event will a Service Level Credit for any Cloud Service Period exceed fifty percent (50%) of the total Fees that would be payable for that Cloud Service Period if no Service Level Failure had occurred;
- (d) if a dispute arises with respect to any Service Level Failure, Ladriz will make a good faith determination to resolve the dispute based on its system logs, monitoring reports, configuration records, and other available information, which Ladriz shall make available to Customer upon Customer's request; and
- (e) any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Cloud Service Period in which the Service Level Failure occurred. This Section 6.02 sets forth Ladriz's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

SECTION VI.03 Measurement. If the Cloud Services are provided from servers operated and maintained by a nationally recognized cloud service provider (such as AWS or Azure), then availability will be measured by such provider's standard processes and formulas therefore. In all other cases, the percentage Availability shall be calculated according to the following formula:

$$\text{Percentage of Availability} = 100 \times \left(\frac{\text{Anticipated Available Minutes} - \text{Unavailable Minutes}}{\text{Anticipated Available Minutes}} \right)$$

In this Percentage of Availability formula:

“**Anticipated Available Minutes**” means the Total Minutes less the Excluded Minutes.

“**Excluded Minutes**” means that the total number of minutes the Ladriss SAAS for Evacuations was not available as a consequence of the exclusions set forth below in Section 6.04, as reasonably determined by Ladriss.

“**Unavailable Minutes**” means the number of minutes during the relevant Cloud Service Period that the Ladriss SAAS for Evacuations was not available, not including Excluded Minutes.

“**Total Minutes**” means the total number of minutes in the relevant Cloud Service Period.

SECTION VI.04 Exceptions. For purposes of calculating the Availability Requirement, the following are “**Exclusions**” to the Availability Requirement, and neither the Ladriss SAAS for Evacuations will be considered not Available nor any Service Level Failure be deemed to occur that is due, in whole or in part, to any:

- (a) access to or use of the Ladriss SAAS for Evacuations by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, in a manner that does not strictly comply with this Agreement and the Documentation;
- (b) Any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement;
- (c) Customer's or its Authorized User's Internet connectivity;
- (d) Force Majeure Events as defined below in Section 15.02, and declared emergencies or disaster incidents, internet congestion, upstream provider outages, or emergency patches that reduce Availability. Such periods qualify as **Force Majeure** provided Ladriss acts with commercially reasonable efforts to restore service. Service Credits are Customer's exclusive remedy for availability shortfalls.;
- (e) Scheduled Downtime in accordance with Section 6.05; and
- (f) any suspension or termination of Customer's or any Authorized Users' access to or use of the Ladriss SAAS for Evacuations as permitted by this Agreement.

SECTION VI.05 Scheduled Downtime. Ladriss will use commercially reasonable efforts to give Customer at least five hours prior notice of all scheduled outages of the Cloud Services, “**Scheduled Downtime**” shall mean any such scheduled outage for which at least five hours prior notice has been given and which does not persist for more than 90 consecutive minutes.

There shall not be more than one Scheduled Downtime event per week.

ARTICLE VII. SECURITY.

SECTION VII.01 Ladris Measures and Policies.

Ladris will employ security measures in accordance with Ladris' data privacy and security policy as amended from time to time, (the "**Privacy and Security Policy**") a summary of which is available to Customer upon request. Subcontractors which supply platforms for the operation of Cloud Services may have their own security policies, which may be available to Customer upon request.

SECTION VII.02 Prohibited Data. Customer agrees that it shall not submit the following categories of information (each of the following being "**Prohibited Data**") to Ladris for processing (unless there has been a separate written agreement between Customer and Ladris with respect thereto:

- (a) Personal Information without appropriate consent or authorization under applicable Law;
- (b) Content or other data (including video) that Customer does not have full rights to copy, transmit, store, process or distribute, including:
 - (i) articles, services and related technical data designated as defense articles or defense services;
 - (ii) criminal justice information requiring CJIS certification;
 - (iii) data that is classified and or used on the U.S. Munitions list; or
 - (iv) ITAR (International Traffic in Arms Regulations) related data.

Customer shall not, and shall not permit any Authorized User or Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Cloud Services, the Ladris Systems or any Ladris Personnel. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

SECTION VII.03 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) the content and use of all Customer Data; (b) the security and use of Customer's and its Authorized Users' Access Credentials; and (c) all access to and use of the Cloud Services and Ladris Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials (whether made with or without Customer's knowledge or consent).

ARTICLE VIII. FEES; PAYMENT TERMS.

SECTION VIII.01 Fees. All fees for the Cloud Services, data loading or other professional services, including fees set forth in any Purchase Order, shall be invoiced and paid as set forth in this Article and in any Order Form which references this Agreement (the “Fees”).

SECTION VIII.02 Fee Increases. Fees are fixed for the first year of this Agreement. Thereafter, Ladriz may increase Fees on the calendar anniversary, if any, of the Effective Date during the remaining Initial Term of the Agreement in amount equal to the increase in the Consumer Price Index (CPI-U (US, All Items) for the prior contract year. Following the expiration of the Initial Term, Ladriz may increase its Fees to Customer by providing Customer with at least 60 days written notice prior to the expiration of the Initial Term of a revised price list to be effective upon commencement of the Expanded Term.

SECTION VIII.03 Taxes. All Fees and other amounts payable by Customer under this Agreement are net of all applicable taxes, customs charges, duties or other amounts, including freight and insurance, all of which shall be paid by Customer. Any claim for sales tax or duty exemption by the Customer shall be provided to Ladriz in writing prior to shipment of product or access to the Cloud Services, and shall be effective only after Ladriz’ receipt of all proper exemption forms.

SECTION VIII.04 Payment. Unless other terms are specified in the Purchase Order for the Cloud Services, Customer shall pay all Fees in US dollars within thirty (30) days following the date of the invoice therefore. Customer shall make payments to the address or account that Ladriz may specify in writing from time to time.

SECTION VIII.05 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, if such payment is not made within 90 days of the date when due, Ladriz may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law.

ARTICLE IX. INTELLECTUAL PROPERTY RIGHTS.

SECTION IX.01 Acknowledgment. Customer acknowledges that Ladris and its Suppliers own all right, title and interest, including all Intellectual Property Rights in the Cloud Services, Cloud Service software, Ladris Data, Ladris Materials, and all derivative works thereof. Customer shall not acquire any Intellectual Property Rights with respect to the Cloud Services, Cloud Service software or Ladris Materials (including Third-Party Materials), except for the limited authorization set forth in Section 4.01 and any applicable third-party licenses and in each case subject to the restrictions of Section 4.03.

SECTION IX.02 Open Source Programs. The Cloud Service software may include Open Source Programs. Any use of Open Source Programs by Customer is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s). On Customer's written request, Ladris will provide Customer (at no additional cost) information how to obtain a copy of the source code for such Open Source Programs in accordance with the terms of the controlling open source license agreement(s).

SECTION IX.03 Customer Data. Customer hereby irrevocably grants to Ladris, its Suppliers, Subcontractors and Ladris Personnel all such rights and permissions in or relating to Customer Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that Customer may have intellectual property rights in Ladris Data or Resultant Data, Customer hereby grants to Ladris a perpetual, royalty free, non-exclusive worldwide license to reproduce, use and license and sublicense such intellectual property rights for use in connection with the Cloud Services including any derivative works thereof and any other products and services that are developed and marketed by Ladris, its successors or assigns.

SECTION IX.04 Feedback. If Customer or any of its employees or contractors submits, orally or in writing, ideas, suggestions or recommended changes to the Cloud Services or Documentation, including without limitation, new features or functionality relating

thereto ("**Feedback**"), Ladriss is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Ladriss on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Ladriss is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ladriss is not required to use any Feedback. Notwithstanding the provisions of Article 10 below (Confidentiality), Feedback will not be considered Confidential Information.

SECTION IX.05 U.S. Government. The Cloud Services are a "Commercial Item," 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, 48 C.F.R. 227.7202, and 48 C.F.R. 12.211, respectively. Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users' rights to use, modify, reproduce, release, perform, display, or disclose the Cloud Services and the Documentation are as provided by this Agreement. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Cloud Services and Documentation.

ARTICLE X. CONFIDENTIALITY.

SECTION X.01 Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "**Confidential Information**" means information of the Disclosing Party which (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature and, (b) such information as would be considered confidential based on the circumstances

surrounding its disclosure by a reasonable person familiar with the Disclosing Party's business and the industry in which the Disclosing Party operates. If given orally, Confidential Information may be, but is not required to be, confirmed in writing as having been disclosed as confidential or proprietary within 30 days after the oral disclosure. Confidential Information includes in all cases information and data which a Party has received from others that may be made known to the other Party and which such Party is obligated to treat as confidential or proprietary.

Confidential Information that consists of software (including source and object code), algorithms, design details, data structures, specifications, hardware configuration, computer programs, engineering and manufacturing information and all other information of a technical nature shall be considered "**Technical Confidential Information.**" All other Confidential Information, including agreements with third parties, business plans, products, marketing information, research, development, design details and specifications, financial information, procurement requirements, customer lists, business forecasts, and sales information shall be considered "**Business Confidential Information.**"

Without limiting the foregoing, all product and other specifications, unpublished documentation, non-public marketing materials, the terms of this Agreement and the discounts provided hereunder are and will remain the Confidential Information of both parties.

SECTION X.02 Exclusions. As used herein, Personal Information means information about an individual (other than a business record used by Ladrin in the provision of the Cloud Services) which under the laws of the United States or a state thereof, which Customer would be required to remove from its records upon the request of such individual. Except for Personal Information or any third-party information that the Receiving Party is under a contractual or other binding obligation to maintain in confidence, Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

- (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party;
- (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement;
- (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

SECTION X.03 Protection of Confidential Information.

The Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement except as may be permitted by and subject to its compliance with Section 10.04 (Compelled Disclosures).
- (b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- (c) not disclose or permit access to Confidential Information other than to those of its Representatives who:
 - (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement;
 - (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Article 10;
 - (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Article 10; and
 - (iv) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Article 10.

SECTION X.04 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section

10.03 (Protection of Confidential Information) and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

SECTION X.05 Period of Confidentiality and Return of Information. A Receiving Party's obligations with respect to (i) Technical Confidential Information and Business Confidential information that contains Ladris trade secrets, shall survive indefinitely and (ii) Business Confidential Information that does not constitute a Ladris trade secret, shall survive for three (3) years following termination of this Agreement. Upon termination of this Agreement, a Receiving Party shall, within 7 days return to the Disclosing Party, or at the Disclosing Party's written request destroy, all documents and tangible materials containing or based on any Confidential Information; and (ii) permanently erase all Confidential Information from all systems that Customer directly or indirectly controls.

ARTICLE XI. TERM AND TERMINATION.

SECTION XI.01 Initial Term. The initial term of this Agreement begins on the Effective or Start Date specified in a initial Purchase Order ("**Initial Term**").

SECTION XI.02 Renewal. Following the Initial Term, this Agreement, together with any Purchase Order, will automatically renew for a second term of equivalent length to the Initial Term unless either Party gives the other Party written notice of non-renewal at least 45 days prior to the expiration of the Initial Term (such additional term being the "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**"). Either Party may give written notice of non-renewal with respect one or more modules comprising the Cloud Services, in which case the Agreement shall continue respect to the service for which such notice of non-renewal was not given.

SECTION XI.03 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Ladris may terminate this Agreement, effective on written notice to Customer, if Customer:
 - (i) fails to pay any amount when due hereunder, and such failure continues more than 30

days after Ladris' delivery of written notice thereof; or (ii) breaches any of its obligations under Section 4.02 (Prohibitions) Section 4.03 (Additional Limitations and Restrictions), Section 7.02 (Prohibited Data) or Article X (Confidentiality).

- (b) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

SECTION XI.04 Effect of Expiration or Termination.

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;
- (b) Ladris may disable all Customer and Authorized User access to the Cloud Services;
- (c) Customer shall immediately cease all use of any Cloud Services and Ladris Materials and (i) within 7 days return to Ladris, or at Ladris' written request destroy, all documents and tangible materials containing or based on any Ladris Materials; (ii) permanently erase all Ladris Materials from all systems Customer directly or indirectly controls; and (iii) comply with the comparable provisions with respect to the return, destruction, or erasure set forth in Section 10.05 above; provided, however for a period of two weeks following termination, Customer may access and download any previously saved evacuation scenarios and related data for the Ladris SAAS for Evacuations or the Ladris SAAS for WildFire Spread;
- (d) if Ladris terminates this Agreement pursuant to Section 11.3(a) or Section 11.3(b), Customer shall pay all Fees previously accrued but not yet paid for services rendered prior to termination, on receipt of Ladris' invoice therefor; and
- (e) for a period of two weeks following termination, Customer may access and download any previously saved evacuation scenarios, and related data.

SECTION XI.05 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4.02 (Prohibitions) and Section 4.03 (Additional Limitations and Restrictions), Article IX (Intellectual Property) Article X (Confidentiality), Section 11.04 (Effect of Expiration or Termination), Section 11.05 (Surviving Terms), Article XII (Representations and

Warranties), Article XIII (Indemnification), Article XIV and Article XV (Miscellaneous).

ARTICLE XII. REPRESENTATIONS AND WARRANTIES.

SECTION XII.01 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate, governmental or other organizational action of such Party; and
- (b) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

SECTION XII.02 Additional Customer Representations and Warranties. Customer represents and warrants to Ladriz that Customer has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Ladriz and processed in accordance with this Agreement and the Specifications for the Cloud Based Services, Ladriz will not infringe, misappropriate or otherwise violate any US copyright, or any privacy, data security or other rights of any third party or violate any applicable Law.

SECTION XII.03 Accuracy of Customer Data. Customer acknowledges that Ladriz will have no responsibility for the content, accuracy or completeness of any Customer Data. Customer is solely responsible for the legality and accuracy of Customer Data and for assumptions and scenario parameters used to generate Model Outputs.

SECTION XII.04 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.01, ALL CLOUD SERVICES, LADRIS MATERIALS AND THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND LADRIS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LADRIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL

WARRANTIES ARISING FROM COURSE OF
DEALING, USAGE OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, LADRIS MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES OR LADRIS MATERIALS WILL MEET CUSTOMER REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE. **CUSTOMER ACKNOWLEDGES THAT EMERGENCY RESPONSE ACTIVITIES, INCLUDING EVACUATIONS, ARE A HAZARDOUS ACTIVITY AND CHAOTIC ACTIVITY AND THAT THE CLOUD SERVICES MAY NOT FULLY REPRESENT THE NUMBER OF VARIABLES AFFECTING TRAFFIC FLOW OR WILDFIRE SPREAD AT THE TIME OF USE. FURTHER, THE EXTRAPOLATION OF MOVEMENT OF WILDFIRE IS SUBJECT TO ESTIMATES OF FUEL LOAD WHICH MAY NOT BE EXACT, ATMOSPHERIC MOVEMENTS WHICH MAY NOT BE FULLY PREDICTABLE AND OTHER UNANTICIPATED FACTORS.**

ANY AFFIRMATIVE REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS. LADRIS MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

ARTICLE XIII. INDEMNIFICATION.

SECTION XIII.01 Ladris Indemnification. Ladris shall indemnify and defend Customers and Customer's officers, directors, and employees (each, a "**Customer Indemnatee**") from and against any and all Losses incurred by such Customer Indemnatee resulting from a final judgment in any suit or proceeding by a third party to the extent that such Losses arise from any allegation in such action that Customer's or an Authorized User's use of the Cloud Services (excluding Customer Data and Third Party Materials) in compliance with the Documentation and this Agreement infringes a United States copyright, trademark or trade secret. The foregoing obligation does not apply to any action or proceeding or Losses arising out of or relating to any:

- (a) access to or use of the Cloud Services or Ladriz Materials in combination with any hardware, system, software, network or other materials or services not provided or authorized in the Specifications or otherwise in writing by Ladriz;
- (b) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Ladriz; or
- (c) act, omission or other matter described in Section 13.02(a) through Section 13.02(c), whether or not the same results in any action against or Losses by any Ladriz Indemnitee.

THIS SECTION 13.01 SETS FORTH CUSTOMER'S SOLE REMEDY AND LADRIZ' SOLE LIABILITY AND OBLIGATION FOR ANY FINAL JUDGMENTS THAT THIS AGREEMENT OR THE CLOUD SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT SET FORTH ABOVE.

SECTION XIII.02 Customer Indemnification.

Customer shall indemnify and defend Ladriz and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees (each, a "**Ladriz Indemnitee**") from and against any and all Losses incurred by such Ladriz Indemnitee in connection with any action or proceeding by a third party (other than an Affiliate of a Ladriz Indemnitee) that arise out of or relate to any:

- (a) Customer's Operational Decisions, communications, or orders (including evacuation, routing, public notices, or failure to act);
- (b) processing of Customer Data by or on behalf of Ladriz in accordance with this Agreement, including any violation of any third-party Intellectual Property Rights arising out of the processing of Customer Data or use of Customer-supplied Maps by Ladriz;
- (c) disclosure or exposure of Personal Information by Customer to Ladriz in violation of applicable Law; or
- (d) transmission by Customer of Prohibited Data to Ladriz.

SECTION XIII.03 Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to Section 13.01 or Section 13.02, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall reasonably cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall have the option to immediately take control of the defense and investigation of such action and all related settlement negotiations and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. Without

Indemnatee's prior written consent, any settlement of an action brought by a third party shall not adversely affect the Indemnatee's rights hereunder, impose any obligations on the Indemnatee(s), nor contain any admission of fault or liability on behalf of any Indemnatee, and such settlement shall provide for the unconditional release of each Indemnatee from all liabilities in connection with such action. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

SECTION XIII.04 Mitigation. If any of the Cloud Services are, or in Ladriss' opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Cloud Services is enjoined or threatened to be enjoined, Ladriss may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Cloud Services and Ladriss Materials materially as contemplated by this Agreement;
- (b) modify or replace the Cloud Services in whole or in part, to seek to make the Cloud Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Cloud Services under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Cloud Services and Ladriss Materials, provided that if such termination occurs prior to the expiration of any period with respect to which Customer has paid a Fee, Customer will be entitled to a pro-rata refund of any portion of such period following termination.

ARTICLE XIV. LIMITATIONS OF LIABILITY.

SECTION XIV.01 **EXCLUSION OF CERTAIN DAMAGES.** (A) EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.03, IN NO EVENT WILL LADRIS OR ANY OF ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS,

REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE CLOUD SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 6.02, (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER LADRIS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE OR (D) USE OF THE CLOUD SERVICES IN A LIVE, REAL TIME EVACUATION OR DISASTER RESPONSE EVENT.

(B) HAZARDOUS ENVIRONMENT. LADRIS AND CUSTOMER ACKNOWLEDGE THAT THE SERVICE INVOLVES PLANNING FOR ACTIVITIES IN A HAZARDOUS, HIGH-RISK ENVIRONMENT IN WHICH IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT MAY INVOLVE RISK OR INJURY TO THOSE AFFECTED. CONSEQUENTLY, CUSTOMER AGREES THAT LADRIS AND ITS LICENSORS SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE PLANNING OR CALCULATION OF APPROPRIATE EVACUATION ROUTES, TIMES OR TRAFFIC LOADS AND INCLUDING (WITHOUT LIMITATION) THOSE VARIABLES ENTERED BY CUSTOMER, AND CUSTOMER HEREBY ACCEPTS, SUCH EXCLUSIONS AS THE BASIS FOR THIS CONTRACT.

SECTION XIV.02 **CAP ON MONETARY LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 14.03, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LADRIS AND ITS SUPPLIERS AND SUBCONTRACTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE HIGHER OF (I) THE SUM OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE 12 MONTHS IMMEDIATELY PROCEEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY OR (II) \$500. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

SECTION XIV.03 **EXCEPTIONS.** THE EXCLUSIONS AND LIMITATIONS IN SECTION 14.01 (A) (EXCLUSION OF CERTAIN DAMAGES) AND SECTION 14.02 (CAP ON MONETARY LIABILITY) DO NOT APPLY TO THE PARTIES UNDER ARTICLE IX (INTELLECTUAL PROPERTY RIGHTS), ARTICLE X (CONFIDENTIALITY), OR ARTICLE XIII (INDEMNIFICATION).

SECTION XIV.04 **THE PURPOSE OF THE FOREGOING PROVISIONS OF SECTION 14.01 AND SECTION 14.02 IS TO LIMIT LADRIS'S LIABILITY UNDER THIS AGREEMENT AND, IN THE ABSENCE OF THESE PROVISIONS, LADRIS WOULD NOT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT.**

ARTICLE XV. MISCELLANEOUS.

SECTION XV.01 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, between the parties.

SECTION XV.02 Force Majeure Event. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by: (a) acts of God; (b) flood, fire, or explosion; (c) war, terrorism, invasion, riot, or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) internet outage or failure including denial of service attacks or (h) other similar events (each of the foregoing, a "Force Majeure"). A party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of forty-five (45) Business Days or more.

SECTION XV.03 Press Release. Customer authorizes Ladriss to use its name and logo in its list of

customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Cloud Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Ladris may publicly refer to Customer as being a customer of Ladris, and only in relation to this Agreement except as otherwise authorized by Ladris.

SECTION XV.04 Notices. All notices, requests, consents, claims, demands and waivers under this Agreement must be in writing and addressed to a Party the address identified in an Order Form or Purchase Order, the place of business of their principal executive offices in the United States, or to such other address or such other person that such Party may designate from time to time in accordance with this Section 15.04.

Notices sent in accordance with this Section 15.04 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile with confirmation of transmission), if sent during the addressee's normal business hours, and otherwise on the next business day; and (d) on the fourth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

SECTION XV.05 Entire Agreement. This Agreement, together with its attachments, related Purchase Orders and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

SECTION XV.06 Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and the expressly stated terms of any purchase order issued by Customer and accepted in writing by Ladris, the terms of this Agreement shall govern, except that to the extent a purchase order expressly and specifically states terms that are inconsistent with this Agreement. In such case the stated terms in the purchase order shall prevail and control solely with respect to the subject matter of that purchase order.

SECTION XV.07 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ladris' prior written consent, which shall not be unreasonably withheld.

SECTION XV.08 Amendment and Modification; No Waiver. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, and signed by each Party (which signature may be by counterpart). No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

SECTION XV.09 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SECTION XV.10 Conflicts. In the event of any conflict between this Agreement and any Ladris policy posted online, including without limitation the privacy policy, the terms of this Agreement will govern.

SECTION XV.11 Government Immunities Preserved. Nothing in this Agreement waives Customer's governmental or sovereign immunities, monetary damage caps, or defenses available under applicable Law.

SECTION XV.12 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor or against either Party by reason of authorship.

SECTION XV.13 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents without giving effect to any choice or conflict of law provision or rule that would require or permit the

application of the laws of any jurisdiction other than those of the State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement nor shall the Uniform Computer Information Transactions Act.

SECTION XV.14 Consent to Jurisdiction. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

SECTION XV.15 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Article 10 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Attachment 1
CLOUD SERVICES
SUPPORT AND MAINTENANCE

1.0 Scope of Agreement

1.1 This Attachment covers the maintenance and support of the Cloud Services. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Ladriss to Customer pursuant to the terms of the Terms of Service Agreement. This Agreement does not provide for maintenance services for any third-party software not provided by Ladriss to Customer or for any hardware.

1.2 Ladriss' obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Ladriss will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Ladriss as additional consulting services for which Customer will be billed at Ladriss' then-current time-and-materials rates. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

2.0 Data Backup, Retention and Disposal. Ladriss shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Ladriss shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Ladriss will back up Customer data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at Customer's election, Ladriss will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon Customer's request, Ladriss will supply Customer with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used.

3.0 Disaster Recovery

The Ladriss will maintain a Disaster Recovery Plan with respect to the services provided to the Customer. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Ladriss' service in which the Ladriss, using reasonable judgment, requires relocation of processing to a

recovery location. The Ladriss shall notify the Customer as soon as possible after the Ladriss deems a service outage to be a Disaster. The Ladriss shall move the processing of the Customer's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Ladriss only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

- 4.0 Administrative Functions Performed by Ladriss.** Ladriss shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring.

5.0 Covered Maintenance

Ladriss will provide to Customer: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Ladriss for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Ladriss hereunder.

6.0 Customer Obligations

6.1 Customer may designate up to five (5) persons by whom requests by Customer for Support Services may be made ("**Support Team**"). Ladriss shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Ladriss.

6.2 Customer shall implement and follow the reasonable written instructions of Ladriss regarding operation of the Software.

6.3 Customer shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System.

Ladriss shall not be responsible for any security breach of Customer's Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System other than that which is caused by an employee of Ladriss. Ladriss shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.

6.4 Software Administration. Customer, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are

assigned to Ladriss, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,

6.5 Communications Equipment. Customer shall, at its sole expense, install and maintain communications equipment that will permit Customer to have high speed internet access to the Software. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Ladriss' provision of use for the Software.

7.0 Service Level Agreement

7.1 Ladriss will maintain a website accessible by Customer, which contains information concerning the Software and Support Services.

7.2 Ladriss will respond to Customer requests for software support services regarding the Cloud Services in accordance with the procedures identified below. In each case, Customer may describe and submit notice of the support need by telephone, facsimile or electronic mail.

7.3 All Ladriss staff assigned to provide services to Customer will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

7.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Ladriss shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at Customer's location for remote support, which equipment is to be obtained by Customer at its sole expense.

Ladriss shall provide Customer with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding Customer-recognized holidays.

7.5 Response Policy. Ladriss shall respond to any Errors reported by Customer based on the priority code assigned to each such Error. Customer shall identify the priority code when it initially reports the Error to Ladriss. Ladriss may, in its reasonable discretion, reclassify the Error after its initial investigation. In the event Ladriss does not meet the service level response for the Error as described in the table below, the Customer may request to escalate the Error to a higher priority code, which request the Ladriss shall not unreasonably deny.

Priority Levels and Response Times by Service Option:

Response times are for business hours.

Tier	Priority	Response	Initial Update	Workaround	Restore
Tier-1	Urgent	1	2	6	24
Tier-1	High	2	3	9	36
Tier-1	Normal	4	8	24	as agreed
Tier-1	Low	8	12	as agreed	as appropriate
Premium	Urgent	2	4	12	48
Premium	High	4	6	18	72
Premium	Normal	8	16	48	as agreed
Premium	Low	16	24	as agreed	as appropriate
Pro	Urgent	4	8	24	96
Pro	High	8	12	36	144
Pro	Normal	16	32	96	as appropriate
Pro	Low	32	48	as appropriate	as appropriate
Standard	Urgent	8	16	48	192
Standard	High	16	24	72	288
Standard	Normal	32	64	192	as appropriate
Standard	Low	64	96	as appropriate	as appropriate

Priority Level	Definition
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Urgent	Trouble condition where the system is completely out of service or is causing significant business impact to the Customer and no immediate workaround is available
High	System affected with intermittent loss of simulation capability or a problem that significantly affects deployment
Normal	System issues alerts and/or exhibits unexpected behavior without affecting core functionality
Low	Technical consultations, feature suggestions

Attachment 2

Ladris Enterprise Terms of Service for SAAS Services.

Forward Operations

This attachment adds the following provisions to the Agreement for Ladris Enterprise Terms of Service to which it is attached.

Definitions. “**Disaster Consulting Services**” shall mean consulting services as to one or more of evacuation planning, evacuation zones, wildfire spread, flooding, communication and alerts of disasters requiring evacuation, and planning and modeling each of the foregoing. Disaster Consulting Services may also include consulting services with respect to other natural or manmade disasters. Disaster Consulting Services may involve the use of Ladris’s SAAS products and services, or may be independent thereof. Disaster Consulting Services may also be referred to as Forward Deployed Operations, Forward Operations, Forward Deployed or Forward Ops.

Scope of Services. Ladris will perform the Disaster Consulting Services described in a Statement of Work (“**SOW**”) that is attached to and incorporated into a Purchase Order signed by Ladris and Customer, including any Change Orders (as defined below) agreed to by the Parties. Each SOW will specify the nature of the services, deliverables, timeline, and applicable fees.

Additional Provisions included by Reference. In performing the services, Ladris will adhere to Customer’s then-current, published standard requirements for contractors, including requirements relating to employment practices, payment of wages, and maintenance of insurance.

Use of Subcontractors. Notwithstanding anything else in the Agreement, Customer consents to the use of subcontractors to perform all or any portion of the Disaster Consulting Services, provided that Ladris will remain responsible for the performance of services under each SOW and Purchase Order.

Suspension of Services. Customer shall have the right at any time to temporarily suspend performance hereunder, in whole or in part, by giving written notice of suspension to Ladris. If Customer gives such notice, Ladris shall immediately suspend its activities under this agreement. If Customer has not paid an invoice from Ladris for Disaster Consulting Services as set forth in the provisions with respect to invoicing, time of payment, etc. in the provisions with respect to payment in the Agreement, Ladris may suspend such consulting services until payment is received.

Change Orders. Any modification to the services or deliverables described in an SOW must be set forth in a written change order (each, a “**Change Order**”). Each Change Order will describe the changes to scope, schedule, or deliverables, and any corresponding adjustments to the fees set forth in the applicable Purchase Order. No Change Order will be effective unless agreed to in writing by both Parties (Ladris and Customer.)

Extension of Time. Ladris may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Customer in writing and shall be incorporated in written amendments to the Statement of Work.

Intellectual Property Rights: Disaster Consulting Services are not a work made for hire. Except as expressly set forth in this Agreement, all right, title, and interest, including all intellectual property rights, in and to any documents, reports, analyses, or other materials (whether in written, electronic, or other form) delivered by Ladris to Customer under any SOW or Purchase Order will

remain the exclusive property of Ladriss. Subject to the foregoing, Ladriss grants to Customer a non-exclusive, royalty-free, perpetual, worldwide, and sublicensable (through multiple tiers) license to use, reproduce, distribute, display, perform, modify, create derivative works of, and otherwise exploit such materials for Customer's governmental purposes and for distribution to Customer's residents.