

Westwood Current™ Agreement

The Westwood Current™ Agreement (“**Agreement**“) is an agreement between Westwood Professional Services, Inc., a Minnesota corporation (“**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**“ or “**your**”), and contains the terms and conditions that govern your access to and use of the Westwood Current™ GIS platform (the “**Services**”).

This Agreement takes effect the earlier of (each, to “**Accept**”): (a) when you click a “Finish”, “Continue”, “I Accept” or similar check box or button presented with this Agreement; (b) you complete the registration process; or (c) when you purchase any license from us or use any of the Services. **YOU REPRESENT TO US THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS. IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY, YOU REPRESENT TO US THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY.**

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

1. Services.

1.1. Grant. You are being granted access to the Services because you are a current customer of ours and have an active customer contract with us (the “**Customer Contract**”). Subject to the terms of this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferrable license to have access to and use the Services solely for the furtherance of your Customer Contract.

1.2. Restrictions.

(a) You may not, and may not permit any third party to, use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. You may not, and may not attempt to, and may not permit any third party to: (i) modify, alter, tamper with, copy, translate, or otherwise create derivative works of the Services or any part thereof or otherwise attempt to discover any source code or modify the Services in any manner or form; (ii) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any portion of the Services; (iii) sell, rent, lease, sublicense, lend, or time-share the Services; (iv) attempt to circumvent technological measures that control access to or use of the Services; (v) use the Services to develop any content, software, or other technology having the same primary function as the Services; (vi) copy, frame, or mirror any content forming part of the Services; (vii) use the Services in a manner that interferes with other users’ use of the Services; or (viii) use the Services in any manner that violates applicable law.

(b) All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

1.3. Reserved Rights. As between you and us, we own and reserve all right, title, and interest in and to the Services. This Agreement does not grant you any rights in or to the Services or any of its components except for the limited rights to use the Services expressly granted by this Agreement.

1.4. Changes to the Services. We may change or remove features or functionality of the Services at any time (including the Services as a whole).

2. Your Account and Obligations.

2.1. Your Account. To access the Services, you must have an account with us. The account must be associated with a valid e-mail address. **YOU ARE RESPONSIBLE FOR ALL USE AND ACTIVITIES ASSOCIATED WITH OR ARISING FROM ANY USE OF YOUR ACCOUNT, REGARDLESS OF WHETHER YOU AUTHORIZED SUCH USE OR ACTIVITIES. WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR ACCOUNT.** You must contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You will be deemed to have taken any action that occurs under your account.

2.2. Your Obligations. You agree to meet and maintain all computer, software, internet, and/or other technical specifications required to access and use the Services. You also agree to: (a) comply with all applicable laws, rules, and regulations in connection with the use of the Services and applicable to your business; and (b) not take any actions that may affect the operation of the Services, including tampering with the Services.

2.3. Privacy Policy. Your use of the Services is subject to our Privacy Policy at <https://westwoodps.com/privacy-policy>, as may be updated from time to time. By Accepting this Agreement, you acknowledge receipt of our Privacy Policy.

3. Term; Suspension; Termination.

3.1. Term. This Agreement commences on the and the date upon which you Accept this Agreement and continues thereafter until terminated as set forth in this Agreement.

3.2. Suspension. We may suspend your right to access or use any portion or all of the Services immediately upon notice to you if: (a) your use of the Services may subject us or our licensors or any other third party to liability or may adversely impact the Services or the systems or content of any other customer of ours; (b) you are in breach of this Agreement; (c) maintenance on the Services is required; or (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. Our right to suspend your right to access or use the Services is in addition to our right to terminate this Agreement pursuant to Section 3.3.

3.3. Termination. This Agreement will automatically terminate if your Customer Contract terminates. You may terminate this Agreement for any reason by contacting our support team or using functionality that we may provide within the Services. We may terminate this Agreement at any time and for any reason by providing you thirty (30) days' advance notice. We may also terminate this Agreement immediately, without notice or liability, if we determine in our sole discretion that: (a) you have breached any portion of this Agreement; (b) your use of, or access to, the Services violates any applicable law, rule, or regulation or otherwise inhibits any other user from using or accessing the Service; (c) the reasons for suspension in Section 3.2 will not be cured; (d) our relationship with a third party provider of software, content, data, or other technology we use to provide the Services expires, terminates, or requires us to change the way we provide all or part of the Services; or (e) the Services could create a substantial economic or technical burden or material security risk for us.

3.4. Effect of Termination. Upon termination of this Agreement, your license and right to use the Services terminate.

4. Confidentiality. You may use the Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose the Confidential Information during the term of this Agreement or at any time following the end of such term. You will take all reasonable measures to avoid disclosure, dissemination, reverse engineering, or unauthorized use of the Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. “**Confidential Information**” means all nonpublic information disclosed by us, business partners or our or their respective employees, contractors, or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. The Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

5. Warranty Disclaimers. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, BE UNINTERRUPTED, ERROR FREE, FREE OF HARMFUL COMPONENTS, OR THAT ANY DATA WILL BE ACCURATE, SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE

OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply in all cases.

6. Limitations of Liability.

NEITHER WE NOR OUR LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES, OR RELIANCE ON THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE OR OUR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF US AND OUR LICENSORS ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES, OR RELIANCE ON THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500.00).

Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations or exclusions may not apply in all cases.

7. Indemnification. You will defend, indemnify, and hold harmless us and our licensors, and each of our or their respective employees, officers, directors, owners, and representatives from and against any claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Services (including any activities under your account); or (b) your breach of this Agreement or violation of applicable law. We will promptly notify you of any claim subject to this Section 7, but our failure to promptly notify you will only affect your obligations under this Section 7 to the extent that our failure prejudices your ability to defend the claim. You may: (y) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (z) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

8. Modifications to the Agreement. We may modify this Agreement at any time by posting a revised version on our website or by providing notice to you as set forth in this Agreement. The modified terms will become effective upon posting or providing such notice to you. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check our website regularly for modifications to this Agreement.

9. Independent Contractors. Nothing contained in this Agreement shall be deemed to constitute either party being an agent, representative, partner, joint venture, or employee of the other party for any purpose. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other, incur any liability on behalf of the other, nor to direct the employees of the other.

10. Survival. The provisions of this Agreement, which, by their terms, require performance after the termination of this Agreement or the provision of the Services, or have application to events that may occur after the termination of this Agreement or the provision of the Services, shall survive the termination of this Agreement or the provision of the Services, including but not limited to the indemnification and confidentiality provisions.

11. Notices. We may provide any notice to you under this Agreement by means of posting a general notice on our website or by sending a message to the email address then-associated with your account. Notices we provide by posting on our website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then-associated with your account when we send the email, whether or not you actually receive the email. You may give notice to us at any time by any letter delivered by nationally recognized overnight delivery service at the following address: Westwood Professional Services, Inc., 12701 Whitewater Drive, Suite 300, Minnetonka, Minnesota 55343. Notice to us shall be deemed given when received by us.

12. Assignment. You may not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section will be void. Subject to the

foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. We may assign this Agreement at any time without your written consent or notice to you.

13. No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to its conflicts of law principles. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree and consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Hennepin County, Minnesota.

16. Entire Agreement. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.

Last updated November 13, 2020

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