



National Stormwater Trust Master Terms and Licensing Agreement

Revised December 15, 2020

Welcome to National Stormwater Trust™

This is a contract and license agreement between you and National Stormwater Trust, Inc., a Maryland corporation, whose main place of business is 2282 Killearn Center Blvd, Tallahassee, Florida 32309, U.S.A. ("NST"). NST is in the business of providing you, or the entity that you own, work for, or are otherwise affiliated with (collectively "you" or "your"), stormwater consulting services, engineering services, monitoring, management, operation and maintenance, research, SaaS, sales, leasing, and development services. NST also is involved in (directly or under subcontract) document, data management, and permit management services and web portals for such services.

This agreement applies to any and all aspects of your relationship with NST and its employees, officers, directors, members, owners, subsidiaries, parents, affiliates, venture partners, agents, subcontractors, licensees, and licensors. IF YOU RENT OR LEASE EQUIPMENT FROM NST, THEN THIS AGREEMENT DOES NOT CONFLICT AND SHALL IN NO WAY BE CONSTRUED AS CONTROLLING OR CONFLICTING WITH YOUR MASTER RENTAL AGREEMENT AND RELATED SCHEDULES.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, you and NST agree on today's date to be bound to the terms of this agreement:

1. **Our Agreement.** Unless otherwise agreed in writing with NST, your agreement with NST will always include, at a minimum, the terms and conditions set out in this document. This agreement and its terms and conditions are referred to here and elsewhere as your "Master Terms Agreement" or "Master Agreement" with NST. The parties agree that their rights and responsibilities to one another are set forth in: (A) this Master Agreement; (B) all applicable schedules incorporated herein ("Schedule(s)"); (C) any mutually agreed upon amendment(s) that comply with Paragraph 27 below; and (D) all NST changes to this Master Agreement made in accordance with Paragraph 26 below (all of the above elements are collectively referred to as our "Agreement").
2. **The Schedules.** You understand and agree that certain Schedules to this Agreement supplement, set forth, or govern, among other things, the agreed upon Services, compensation, methods to resolve disputes between NST and you, charges to your invoices, rates, confidentiality policies, privacy policies, and insurance coverage that NST carries. You understand and agree the Schedules may be provided for your review and acceptance in a separate NST user interface, PDF, facsimile, email, as a scanned document, or as a hardcopy. You understand and agree that a particular Schedule does not have to be physically attached to this Agreement for its terms to be valid and legally binding between you and NST.
3. **The Services.** You have selected and agreed to utilize, rent, lease, hire, or purchase certain services or products (collectively referred to herein and elsewhere as the "Service(s)"), which include limited use of the NST websites, web interfaces, limited use of licensed products, consulting services, document and data management, or any other agreed upon services or products that may be set forth in one or more Schedule As to this Agreement. During the course of your business relationship with us, you may agree to multiple Schedule As that are all subject to the terms and conditions of this Agreement.
 - A. **Reserved rights and limitations.** This Agreement, together with the Schedules, sets forth the entirety of your rights to use, copy, or otherwise deal with all licensed products and services. Without limitation, this Agreement does not include the right to directly or indirectly (a) modify or create any derivative work based upon any licensed products or any portion thereof; (b) sell, lend, rent, lease, sublicense, or otherwise transfer all or any portion of any licensed products to any third party or authorize any person or entity to do so; (c) reverse engineer, disassemble, or decompile any licensed products or attempt to discover or recreate the source code to any licensed products; (d) remove, obscure, or alter any licensor proprietary right notice related to licensed products; or (e) engage in or permit any unauthorized use of the licensed

products.

- B. **Licensed products are not sold.** Licensed products and services are licensed, not sold, to you, and NST reserves all rights in the licensed products and services not expressly granted to you herein, including all proprietary rights in the same. Except as specifically set forth herein, no title to or ownership to any proprietary rights of NST are transferred or licensed to you under this Agreement.

4. **Accepting the Terms of Our Agreement.** In order to use or purchase the Services, you must first agree to be bound by the terms of this Agreement and the terms of all applicable Schedules. You may not use or purchase Services if you do not accept the Agreement terms and the terms of all applicable Schedules. You accept the Agreement and all applicable Schedules by:

- A. Manually signing, electronically signing, or clicking to accept or agree to the terms of the Agreement and Schedule B (which governs the method by which you agree to resolve all of your disputes with NST), where this option is made available to you by NST in print, mail, facsimile, a user interface, or email; OR
- B. Manually signing, electronically signing, or clicking to accept or agree to the terms of a Schedule A or NST invoice which references this Agreement, where this option is made available to you by NST in print, mail, facsimile, a user interface, or email; OR
- C. Printing this Agreement and the applicable Schedules; manually inserting the correct information and selections; executing this Agreement; and mailing, emailing, or faxing the documents to NST; OR
- D. By actually using or purchasing Services. In this case, you understand and agree that NST will treat your use or purchase of the Services as acceptance of the terms and conditions of this Agreement and all applicable Schedules from that point forward.

You may not use or purchase the Services and may not accept the terms of our Agreement if (a) you are not of legal age to form a binding contract with NST, (b) you are not authorized to bind the entity you purport to represent in our Agreement, or (c) you are a person barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use or purchase the Services. If you are reading an electronic version of this Agreement, before you continue, you should print off or save a local copy of this Agreement and all applicable Schedules for your records.

5. **Length of Our Agreement.** Your contract with NST begins with your acceptance of our Agreement as per Paragraph 4 above. Upon acceptance, you will remain bound to the terms of this Agreement and all Schedules until such time as our Agreement (including all components thereof) is fully terminated, regardless of whether you ever enter into a Schedule A with us. The "Initial Term" of our Agreement is one year from the date of your acceptance of our Agreement or as may be otherwise indicated in each Schedule A you agree to. Unless otherwise indicated in a Schedule A you agree to, you understand and agree that our Agreement shall automatically renew after the Initial Term on a year-to-year basis (a "One (1) Year Renewal Term") unless you deliver to NST a written notice of termination on or before thirty (30) days prior to the last day of the then expiring Initial Term or One (1) Year Renewal Term.

6. **Fees, Costs and Payment for Services.** The amount, timing, and payment method for all purchases, fees, costs, and expenses that you are responsible for are set forth in the NST invoices we send to you, the then current Schedule R, and the Schedule A(s) to this Agreement. You understand and agree that from time-to-time we will revise the Schedule R (typically on an annual basis) and the then current fees, costs, and charges therein shall be applicable to all our business dealings with, and charges and invoices to, you beginning on the day the Schedule R is revised. When you create a billing account with us, there is an agreed upon method of payment. You must be authorized to use the payment method. You authorize us to charge you for the Services using your payment method and for all purchases or paid features of Services that you choose to sign up for or use while our Agreement is in force. The billing of charges for Services to your payment method may occur: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least three (3) days before we make the charge. Also, we may charge you up to the amount you have approved, and we will notify you in advance of the difference for recurring Services. We may bill you for more than one of your prior billing periods together. If we informed you that Services would be provided indefinitely or automatically renewed, we may automatically renew your Services and charge you for any renewal term. You agree to and must keep all information in your billing account, payment method, and client profile information current, including without limitation your billing address and the expiration date of your credit card. Additionally, you are solely responsible for (a) all taxes that are the result of your purchases or uses of Services, (b) all taxes that you are obligated to pay, and (c) all taxes that we may collect or fail to collect from you.

7. **Late Payment for Services.** Except to the extent prohibited by law, we may assess you a late charge if you do not

pay on time. You hereby agree to pay these late charges when we bill you for them. All late charges will be the lesser of 1.5% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. You hereby agree to pay for all reasonable costs we incur to collect all past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Schedule A(s) or Services if you fail to pay in full (including all late charges and costs) or on time. Suspension or cancellation does not affect or offset amounts you owe us.

8. **Information Sharing and Access.** For us to properly provide or perform the Services, you understand and agree that you will need to share, grant, or provide access to all necessary real property and/or physical or electronic information, files, records, preliminary work, or other data so that we can timely and effectively provide or perform the Services. Such sharing, granting, and access shall begin as soon as practical, and shall be open and continuous during the term(s) of our Agreement.

9. **Information and Data Storage Limits.** You understand and agree that while NST may not currently have set a fixed upper limit on the number of transmissions or other communications that you may send or receive as a result of the Services provided or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by NST at any time at NST's discretion. Limitations may also be specified in advance in Schedule As. Exceeding transmissions, communications, or storage limits will result in additional charges at NST's then current rate schedule. Transmissions or other communications that you send or receive as a result of the Services provided will not be saved or otherwise retained by us for over six (6) months. A researcher hourly service fee, according to our then current Schedule R, shall apply for researching topics, identifying sources, and any possible re-creations of transmissions outside of the six (6) month period.

10. **Your Conduct, Passwords, and Account Security.** You understand and agree that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access Services, an NST website, all other user interfaces, or NST subcontractor sites. Accordingly, you agree that you will be solely responsible to NST for all activities that occur under your account. If you become aware of any unlicensed or unauthorized use of your password or of your account, you agree to notify NST immediately via email at: OPS@nationalstormwater.com.

A. **User Conduct.** You agree not to use the Services to: (a) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) advertise or promote a commercial product or service; (c) store or transmit any file containing: (i) unlawful, defamatory, threatening, pornographic, abusive, libelous, or otherwise objectionable material of any kind or nature; (ii) any material that encourages conduct that could constitute a criminal offense; (iii) any code or material that violates the intellectual property rights or rights to publicity or privacy of others; (d) store, transmit, or hide any material that contains software viruses or other harmful or deleterious computer code, files, or programs such as trojan horses, worms, time bombs, or cancelbots; (e) interfere with or disrupt servers or networks in any way related to the Services or violate the regulations, policies, or procedures of such networks; (f) access or attempt access to NST's other accounts, computer systems, or networks not covered by this Agreement through password mining or any other means; (g) harass or interfere with another user's full use and enjoyment of Services; or (h) cause, in NST's sole discretion and determination, an inordinate burden on NST's or any of its subcontractors' system resources (i.e., bandwidth, storage, etc.).

11. **Termination of Our Agreement.** Schedule As may have various cancellation provisions. Therefore, your cancellation of our Agreement in its entirety is not possible until the terms and conditions of all open Schedule As, this Agreement, and all monies due pursuant to the open Schedule As and NST invoices are paid in full. Monies received from you pursuant to our Agreement prior to cancellation are not subject to refund, unless a refund is otherwise agreed to in writing by NST in its sole and absolute discretion. Monies due NST thru and including the date of termination shall be deemed due and payable on the date of cancellation or suspension. NST reserves the right to cancel or suspend our Agreement and all or certain Schedule As without cause or advance notice to you by providing you with a Written Notice of Cancellation or Suspension.

12. **Resolving Disputes between the Parties.**

A. The parties agree that all disputes shall be governed by the laws of the state of Florida, U.S.A., without regard to conflicts of laws provisions. The parties hereby consent and agree that arbitration in accordance with The Federal Arbitration Act and the Dispute Resolution Procedures set forth in Schedule D to this Agreement (which is fully incorporated as part of this Agreement) shall be the EXCLUSIVE means for filing, claiming, and final resolution of all disputes between the parties, EXCEPT: When injunctive relief is

necessary to preserve the status quo or to prevent irreparable injury. As to all claims that are expressly excepted from arbitration, the parties consent, submit, and agree that the exclusive venue and jurisdiction for filing, claiming, or final resolution of all excepted claims is in a federal or state court of competent jurisdiction located in Leon County, Florida, U.S.A. In any court action for injunctive relief, the parties agree that monetary damages would not be a sufficient remedy and, accordingly, the inadequacy or insufficiency of monetary damages as a remedy need not be proven in order to obtain such relief. Each party further waives all requirements for a bond in connection with any action for injunctive relief. In the event either party determines it to be necessary to request injunctive relief, the non-prevailing party will be required to pay all of the prevailing party's associated costs and expenses, including but not limited to court costs, expert witness fees, and reasonable attorneys' fees and costs.

- B. If an arbitration panel or court of law (that has proper jurisdiction to decide the matter at issue pursuant to our Agreement and the law), while following the terms and procedures of this Section and Schedule D, rules that any provision or language of this Agreement, the Schedule D, or any other Schedule is invalid, then the parties understand and agree that only the invalid provision or language will be removed from the document(s). Removal shall be done in such a manner as to not affect the rest of the terms of the Agreement or Schedule. The remaining provisions of the Agreement and Schedule will continue to be valid and enforceable.

13. **EXCLUSION OF WARRANTIES.** NOTHING IN OUR AGREEMENT SHALL EXCLUDE OR LIMIT NST'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND YOU EXPRESSLY UNDERSTAND AND AGREE THAT NST'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OR PURCHASE OF SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CERTAIN PRODUCTS SOLD TO YOU AS "SERVICES" MAY BE ACCOMPANIED BY A MANUFACTURER'S WARRANTY. NST MAY FACILITATE THE APPLICATION OR TRANSFER OF A MANUFACTURER'S WARRANTY, BUT EXPRESSLY PROVIDES NO WARRANTY OF ITS OWN ON ANY PRODUCTS IT SELLS AND EXPRESSLY DISCLAIMS ALL WARRANTIES;
- B. YOU EXPRESSLY UNDERSTAND AND AGREE THAT INFORMATION CAN BE, AMONG OTHER THINGS, INACCURATE, COMMUNICATED IMPROPERLY FROM THE SOURCE, HEARSAY, INHERENTLY UNRELIABLE, OR SUBJECT TO MULTIPLE INTERPRETATIONS. IN PARTICULAR, NST AND ITS EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, MEMBERS, OWNERS, SUBSIDIARIES, PARENTS, AFFILIATES, VENTURE PARTNERS, AGENTS, SUBCONTRACTORS, LICENSEES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (I) YOUR USE OR PURCHASE OF SERVICES WILL MEET YOUR REQUIREMENTS;
 - (II) YOUR USE OR PURCHASE OF SERVICES WILL BE UNINTERRUPTED, FULFILLED, TIMELY, SECURE, OR FREE FROM ERROR;
 - (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OR PURCHASE OF SERVICES WILL BE ACCURATE OR RELIABLE; AND
 - (IV) DEFECTS IN THE OPERATION OR FUNCTION OF ANY SERVICE OR SOFTWARE PROVIDED OR SOLD TO YOU AS PART OF THE SERVICES CAN BE CORRECTED.
- C. ALL INFORMATION OR MATERIAL DOWNLOADED, COMMUNICATED, RECEIVED, OR OTHERWISE OBTAINED FROM OR THROUGH US AND RELATED TO YOUR USE OR PURCHASE OF SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR LOSSES OR DAMAGE RESULTING FROM THAT INFORMATION OR MATERIAL, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR PERSON, PROPERTY, BUSINESS, COMPUTER SYSTEM, OR OTHER DEVICE OR LOSS OF DATA THAT MAY OCCUR;
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NST OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN OUR AGREEMENT; AND

- E. NST FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. **LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT NST AND ITS EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, MEMBERS, OWNERS, SUBSIDIARIES, PARENTS, AFFILIATES, VENTURE PARTNERS, AGENTS, SUBCONTRACTORS, LICENSEES, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- A. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR
- B. ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING RELATES TO OR APPEARS ON THE SERVICES;
 - (II) ANY CHANGES NST MAY MAKE TO OUR AGREEMENT OR THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
 - (IV) ACTS OF TERRORISM OR THE LIKE (WHETHER PERPETRATED DOMESTICALLY OR INTERNATIONALLY); ANY FORM OF MILITARY ACTION, PARAMILITARY ACTION, DECLARED OR UNDECLARED WAR, OR GOVERNMENT INTERVENTION; SABOTAGE; RIOT; INTENTIONAL OR UNINTENTIONAL ELECTRICAL, SATELLITE DATA TRANSMISSION, OR TELEPHONE SERVICE INTERRUPTIONS; FIRE; HACKING; INTENTIONAL OR UNINTENTIONAL PROPERTY DESTRUCTION OR THEFT; FORCE MAJEURE; OR ACT(S) OF GOD, INCLUDING WITHOUT LIMITATION WEATHER EVENTS, EARTHQUAKES, VOLCANO ERUPTIONS, EPIDEMICS, PANDEMICS, AND FLOODS;
 - (V) YOUR FAILURE TO PROVIDE NST WITH ACCURATE ACCOUNT INFORMATION; OR
 - (VI) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

TO THE GREATEST EXTENT ALLOWABLE BY LAW, THE LIMITATIONS ON NST'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT NST HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15. **Covenant Not to Solicit or Hire.** It is recognized and understood by the parties hereto that NST employees are an integral part of its business and that it is extremely important for NST to use its maximum efforts to prevent it from losing its employees. It is therefore understood and agreed by the parties hereto that, because of the nature of the NST business, you hereby agree to afford fair protection from the loss of any NST employees. Consequently, you covenant and agree that, for the period commencing on the Effective Date of this Agreement and ending three (3) years after complete termination of our Agreement, you shall not, directly or indirectly, hire, engage, or attempt to hire or engage any employee of NST or former employee of NST that was an employee during any term of our Agreement(s), whether for or on your behalf or for any entity in which you have a direct or indirect interest (or any subsidiary or affiliate), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, contractor, representative, or otherwise.

16. **Language Disputes.** In all disputes or disagreements between what the English language version of our Agreement

says and what any translation says, the parties agree the English language version shall take precedence.

17. **Waiver and Conflicting Terms.** The failure of a party to enforce a provision under our Agreement shall not constitute a waiver of the right to enforce the provision at a later date. If there is any contradiction between what a Schedule says and the language found in this Agreement, then the wording of the Schedule shall take precedence with regard to the subject matter of the Schedule.

18. **Copyright and Trademark Policies.** It is NST's policy to respond to notices of alleged copyright and trademark infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate relationships with infringers.

19. **Web Content.** NST websites and Services may include hyperlinks to other web sites or content or resources. Therefore, you acknowledge and agree that: (a) NST has no control over any such web sites or resources that are provided by companies or persons other than NST; (b) NST is not responsible for the availability of any external sites or resources and does not endorse any advertising, products, or other materials on or available from such web sites or resources; (c) NST is not liable for any loss or damage that may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such websites or resources; (d) by using the Services under our Agreement, you may be exposed to content that you may find offensive, indecent, or objectionable and, in this respect, you use the Services at your own risk; and, (e) you are solely responsible for (and NST has no responsibility to you or to any third party for) any content that you create, transmit, or display while using the Services and for the consequences of your actions (including any loss or damage that NST may suffer) by doing so.

20. **Binding Effect and Assignment of Our Agreement.** Our Agreement is binding on you and your estates, trusts, heirs, subcontractors, licensees, users, successors, and assigns. Our Agreement is not assignable by you without the prior written approval of NST.

21. **Continuing Effect.** The rights, terms, and conditions of our Agreement shall remain in effect until all obligations under it have been fulfilled or waived in a writing signed by all parties hereto.

22. **Independent Parties/No Agency Relationship.** A party hereto and its members, managers, and employees are not agents or employees of another party, except as may be otherwise specifically agreed to in a writing signed by all necessary parties.

23. **Subcontracting.** You understand and agree that NST may subcontract Services to or purchase Services from subsidiaries, other affiliates, or non-affiliate third parties selected by NST in its sole discretion.

24. **Legal and Tax Advice. NST is a stormwater infrastructure owner, operator, and provider, not a law firm or tax advisor.**

25. **Privacy Statement, Confidentiality, and Return of Materials.** You acknowledge that you have read and agree to abide by the NST Privacy Statement and all updated versions, a current version of which is posted for you on the NST website. You understand and agree that matters concerning confidentiality and return of materials are governed by the provisions and procedures set forth in this Agreement and Schedule C to this Agreement (which you will find at the end of this Agreement and which is fully incorporated as part of our Agreement).

26. **Changes to the Terms and Conditions of this Agreement.** You understand and agree that NST, from time-to-time, may make changes, whether by addition, deletion, or otherwise, to the terms or words of this Agreement. When these changes are made, NST will make a new and dated copy of the Agreement available at <https://nationalstormwater.com/agrmt-nst-master-terms-licensing/> and you will be emailed, at your notification email address (or your then current designated email address), a notice that changes have occurred. You understand and agree that your use or purchase of Services after the date on which the Agreement was changed constitutes your acceptance of and agreement to the updated Agreement.

27. **Complete Agreement.** Our Agreement, including the above recitals, which are incorporated herein as agreed upon terms and conditions, constitutes the entire agreement between the parties and is deemed to subsume any previous agreement whether written or oral, including without limitation all terms and conditions contained in any purchase orders that you may issue to NST. Other than as provided for in Paragraph 26 above, our Agreement may be amended only in a writing signed by all parties hereto. You agree that NST may provide you with notices, including those regarding changes to the terms of this

Agreement, by email, regular mail, or postings on NST websites.

28. **Notices.** All notices concerning this Agreement shall be in writing and shall be deemed to have been given when delivered personally, by overnight courier, or via facsimile (so long as a printed confirmation is received) or, if sent by certified or registered mail to the respective address of each party, upon the third business day after delivery to the United States Postal System. Your current notice address shall be as set forth on your Schedule A. NST's notice address is: National Stormwater Trust, Inc., 2282 Killearn Center Boulevard, Tallahassee, Florida 32309. NST's phone number is 888.597.6872 and its website address is www.nationalstormwater.com.

29. **Execution.** Our Agreement, including any component part thereof, may be executed or agreed to electronically, in writing, or as otherwise provided for in Paragraph 4 above. The individuals executing (by electronic means or otherwise) or agreeing to our Agreement warrant that they have been duly pre-authorized to bind the parties hereto.

[END OF MASTER TERMS AND LICENSING AGREEMENT]

Schedule C to the Master Terms and Licensing Agreement

CONFIDENTIALITY AGREEMENT AND RETURN OF MATERIALS STATEMENT

For valuable agreed upon consideration, the receipt and sufficiency of which are acknowledged, each party to our Agreement has reviewed, accepted, and hereby agrees to consent to and abide by the following confidentiality agreement and return of materials statement:

Section C. 1 - Confidentiality. NST will be providing you with information about its business, analysis, sources, software, modeling, equipment, and processes and may provide you other information of a confidential or proprietary nature. You may provide NST with information of a confidential nature regarding your business matters. Both parties understand and agree that the information provided to it (the "Receiving Party") by the other party (the "Disclosing Party") is "Confidential Information" for the purposes of our Agreement, in whatever form, if it is clearly marked "confidential," "copyright," or "proprietary." Notwithstanding the foregoing, Confidential Information does not include any of the foregoing, which: (a) is known to the Receiving Party at the time of the disclosure by the Disclosing Party as evidenced by written records of Receiving Party, (b) has become publicly known and made generally available through no wrongful act of Receiving Party, or (c) has been rightfully received by Receiving Party from a third party who is authorized to make such disclosures.

The Receiving Party will not use any Confidential Information disclosed to it by the Disclosing Party for any purpose except in preparation and performance of the Services as contemplated by our Agreement.

The Receiving Party will not disclose any Confidential Information received from the Disclosing Party to other third parties, except to its subsidiaries, affiliates, employees, and third party contractors who have a reasonable need for the information in order to carry out their duties in furtherance of performing the Services as contemplated by our Agreement. The Receiving Party will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information received from the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures must include the degree of care that Receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care in light of the terms of this Confidentiality Agreement. Notwithstanding the above, you understand and agree that a core Service NST may provide to you is the creation of a web portal for your use to retain and display certain documents belonging to you or in public records that may or may not be considered confidential. There are certain inherent security and privacy risks in managing and displaying data in a web portal, and you affirm your knowledge and acceptance that such security and privacy risks exist.

The Receiving Party will notify the Disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party that may come to the Receiving Party's attention.

All material or documents containing Confidential Information that have been furnished by the Disclosing Party to the Receiving Party must be promptly returned by the Receiving Party to the Disclosing Party, accompanied by all copies of such documentation, upon the written request of the Disclosing Party. No copies of the Disclosing Party's Confidential Information may be retained by the Receiving Party following the Disclosing Party's written request for return of its Confidential Information provided to the Receiving Party.

Nothing in our Agreement may be construed to grant the Receiving Party any proprietary rights in or to the Disclosing Party's Confidential Information.

Section C.2 - Return of Materials Statement. During the course of your business relationship with NST, it may be necessary for you to provide us with hard copies or original records/documents. We will hold these records/documents in our offices, in storage or as electronic data, during the pendency of the matter that those records/documents pertain to, and for up to six (6) months thereafter. At the conclusion of the matter that the records/documents pertain to, we shall attempt to contact you and make arrangements for the return of the records/documents provided. However, it is your sole responsibility to contact us and timely secure and pay for the return of your records/documents. **You understand and agree that, if arrangements are not made for the return of the records/ documents within two (2) years following the conclusion of the matter or a termination of the relationship between you and NST, all of those remaining records/ documents, at the sole and absolute discretion of NST, will be securely destroyed.**

All disputes related to this Schedule C shall be resolved in accordance with Section 12 of the Master Agreement.

[SCHEDULE C – END]

Schedule D to the Master Terms and Licensing Agreement

DISPUTE RESOLUTION PROCEDURE

For valuable agreed upon consideration, the receipt and sufficiency of which are acknowledged, each party to our Agreement has reviewed, accepted, and hereby agrees to consent to and abide by the following dispute resolution procedure:

The parties agree that all disputes shall be governed by the laws of the State of Florida, U.S.A., without regard to conflicts of laws provisions.

Section D.1 - Covered Claims

This dispute resolution procedure applies to all disputes whether they are by virtue of contract, tort, or otherwise (hereinafter referred to as "Covered Claims"), including but not limited to disputes arising out of or relating to the following matters:

- a. The Master Agreement, all Schedules, and all NST invoices, including but not limited to this Schedule D and its enforceability, scope, or terms;
- b. All previous disputes, relationships, agreements, negotiations, or discussions between the parties;
- c. Whether any dispute or claim must be arbitrated;
- d. The validity of the arbitration provision below or any other provision contained in the Agreement;
- e. All disputes based on an allegation of RICO, fraud, omission, or misrepresentation;
- f. All claims for discrimination, including but not limited to discrimination because of sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual harassment, sexual orientation, mental or physical disability or medical condition, or other characteristics protected by statute;
- g. All claims based on an allegation of a violation of any federal, state, or local statute, rule, or ordinance, including but not limited to state and local taxation of products or services, privacy statutes, credit or disclosure statutes, fair credit statutes, consumer protection statutes, retail trade or retail sales statutes, securities statutes, antitrust statutes, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, the state workers' compensation law, or any "whistle blower" law;
- h. All claims pertaining to retaliation or discrimination for opposing the violation of any statute, rule, or ordinance described in subsections f or g above;
- i. All claims pertaining to distributions, compensation, subscriptions, fees, charges, automatic payments (whether by credit card, debit card, or other form of automatic payment), commissions, or wages;
- j. All claims pertaining to work performed by NST for you or a third-party customer or client.

Section D.2 - Claims Not Covered

As agreed to in Section 12 of the Master Agreement, this dispute resolution procedure does not cover claims by a party for injunctive relief, including but not limited to claims for unauthorized use or disclosure of trade secrets or proprietary or confidential information.

Section D.3 – Negotiation

Each party hereto shall attempt in good faith to promptly resolve all disputes involving Covered Claims by negotiations between the parties' representatives having authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of the notice, both parties shall meet at a mutually acceptable time and place (by mutual agreement, the meeting may be held by telephone or other form of conferencing), and thereafter as often as they deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within twenty (20) days, either party may initiate the mediation of the controversy or claim as provided in Section D.4 below.

Section D.4 – Mediation

If any dispute involving Covered Claims has not been resolved by negotiation as provided in Section D.3 above, the parties shall endeavor to resolve the dispute by mediation. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association by a certified mediator who has the qualifications set forth herein. A neutral third party mediator will be selected by the mutual consent of the parties to this Agreement. If the parties encounter difficulty in agreeing on a neutral third party mediator, they will seek the assistance of the American Arbitration Association ("AAA") in the mediator selection process. Mediation is an agreed upon,

mandatory condition precedent to proceeding to arbitration. Should any party refuse to participate in mediation or fail to participate in mediation in good faith, that party shall be solely responsible for the arbitrator's fees and costs related to any subsequent arbitration proceeding.

Section D.5 – Arbitration

If any dispute involving Covered Claims has not been resolved by mediation as provided in Section D.4 above, then after a waiting period of sixty (60) days after the last day of mediation between the parties, one or both parties shall initiate arbitration in writing, and all remaining disputes involving Covered Claims shall be resolved, in finality, by arbitration conducted expeditiously and in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitration proceedings shall be conducted by a sole arbitrator; provided, however, that persons eligible to be selected as arbitrators shall be limited to licensed attorneys at law on the National Roster of Commercial Arbitrators as provided by the AAA. If the parties encounter difficulty in agreeing on an arbitrator, then the parties hereby agree that the AAA shall expeditiously select the arbitrator. Notwithstanding the foregoing, if any party has failed or refused to participate in a non-binding dispute resolution procedure under Sections D.3 or D.4 above, then the other party may initiate arbitration without further delay pursuant to this Section and without regard to the sixty-day waiting period described above. The arbitration shall be governed by the United States Arbitration Act. The arbitration award shall be based upon applicable Florida law and related judicial precedent. The judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be in the continental United States and shall be mutually agreed upon by the parties involved. In the event that the parties are unable to agree on a location, the place of arbitration shall be selected by NST.

Section D.6 - Costs and Fees

Except as otherwise specified in Section D.4 above, the parties shall bear their respective costs in connection with the dispute resolution procedures described in Sections D.3, D.4, and D.5 hereof, except that the party initiating the arbitration shall pay the filing fees, as well as other fees and expenses of the arbitrator and the costs of any facility used in connection with arbitration procedures. The arbitrator shall have the authority to award the filing fees, as well as other fees and expenses of any neutral third party, mediator, or arbitrator and the costs of any facility used in connection with mediation or arbitration, to the prevailing party if that party has incurred the costs.

Section D.7 – Counsel/ Notice/ Confidentiality

With respect to the non-binding procedures provided in Sections D.3 and D.4 hereof, if a party's negotiator intends to be accompanied at a meeting by an attorney, the other party's negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations relating to all dispute resolution procedures provided herein are confidential and shall be treated as compromise and settlement negotiations for purposes of the Florida rules of evidence.

[SCHEDULE D - END]