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**CLIMATE RESILIENCE CONSULTING  
SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT**

This Software as a Service Subscription Agreement (this “**Agreement**”) governs access and use of the Resilience Intelligence Advantage (“**RIA**”) software platform (the “**Services**”) which is owned and operated by Joyce Coffee Consulting LLC d/b/a Climate Resilience Consulting, an Illinois limited liability company with a principal place of business located at 1447 North Oakley Boulevard, Chicago, Illinois 60622 (“**CRC**”). By creating an account, selecting a subscription tier, clicking “I Agree,” or otherwise accessing or using the Services, you (“**Customer**,” “**you**,” or “**your**”) acknowledge that you have read, understood, and agree to be bound by this Agreement. If you are entering this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to the terms of this Agreement.

1. Definitions.

(a) “**Effective Date**” means the date on which Customer first pays the applicable Fees and gains access to the Services.

(b) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by CRC in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services and in compliance with applicable law.

(c) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and, (ii) for whom access to the Services has been purchased by Customer under your subscription.

(d) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) “**Documentation**” means CRC’s user manuals, handbooks, and guides relating to the Services provided by CRC to Customer in electronic format relating to the Services, or otherwise made available upon the grant of access by CRC.

(f) “**CRC IP**” means the Services and any and all copyrights, trademarks, patents, software, methods, processes, proprietary information, and other intellectual property appearing on or in connection with the Services and provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, “**CRC IP**” includes Aggregated Statistics and any information, data, or other content derived from CRC’s monitoring of Customer’s access to or use of the Services but does not include Customer Data.

(g) “**Services**” means the RIA software platform provided by CRC on a software-as-a-service basis, including any related features, functionality, updates, and

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Documentation made available by CRC through the platform, as described on CRC's website or in your selected subscription plan.

### 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees (as defined in Section 5(a) herein) and compliance with all other terms and conditions of this Agreement, CRC hereby grants Customer a non-exclusive, non-transferable, limited license to access and use the Services, and to permit its Authorized Users to access and use the Services, solely for Customer's internal business purposes and in accordance with this Agreement. CRC shall provide Customer and its Authorized Users with the passwords, network links, or other connections necessary to access the Services. Customer may manage access for its Authorized Users according to the subscription tier purchased. The license shall remain in effect during the Term of this Agreement (as defined in Section 11(a)). Customer acknowledges that the Services provide informational and analytical guidance only and do not constitute engineering, safety, emergency management, or other professional advice. Outputs generated by the Services may rely on automated analysis, modeling, or data processing and should be independently evaluated by Customer using appropriate professional judgment. Customer is responsible for evaluating the information generated by the Services and for obtaining appropriate professional advice where necessary.

(b) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the license granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component, source code, underlying structure, algorithms, or trade secrets of the Services, in whole or in part; (iv) remove, alter, or obscure any proprietary notices or labels on or in the Services; (v) access or use the Services for purposes of competitive analysis, benchmarking, or developing, training, or improving a competing product or service; (vi) access, retrieve, scrape, harvest, download, extract, index, or otherwise collect data, content, or information from the Services other than through authorized user-facing features expressly provided by CRC, including, but not limited to, through the use of bots, crawlers, spiders, automated scripts, browser extensions or plugins, scraping tools, export utilities, data mining tools, application programming interfaces not expressly authorized by CRC, large language model agents, artificial intelligence systems, or any other automated means; (vii) use the Services or any data, output, or content obtained from the Services to train, fine-tune, validate, benchmark, or otherwise improve any machine learning model, large language model, artificial intelligence system, or automated decision-making system, except as expressly authorized in writing by CRC; (viii) circumvent, disable, or interfere with any rate limits, access controls, usage restrictions, security measures, or technical safeguards implemented by CRC; (ix) share login credentials with any individual other than the specific Authorized User to whom such credentials are assigned or otherwise permit multiple individuals to access the Services using a single account; (x) access or use the Services in any manner

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that materially disrupts, degrades, or interferes with the performance, integrity, or security of the Services or CRC's systems; or, (xi) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law.

(c) Use of Reports and Outputs. Customer may use, reproduce, and modify reports, dashboards, or other outputs generated through the Services solely for its internal or governmental purposes. Any modified version of such outputs must not imply endorsement or sponsorship by CRC unless expressly authorized in writing by CRC. Customer remains responsible for the accuracy, completeness, and appropriateness of any modified outputs. Customer's use of outputs shall also comply with Section 6(c) regarding public records requests.

(d) Reservation of Rights. CRC reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the CRC IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, CRC may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if CRC reasonably determines that: (A) there is a threat, attack, or attempted attack on the CRC IP by Customer, an Authorized User, or a third party; (B) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of CRC; (C) Customer, or any Authorized User, is using the CRC IP for fraudulent, illegal, or unauthorized activities; (D) Customer ceases business operations or becomes subject to bankruptcy, reorganization, or similar proceedings; or, (E) CRC's provision of the Services is prohibited by law or any vendor of CRC has suspended or terminated CRC's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension described in clauses (A) through (E), a "**Service Suspension**"). CRC will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. CRC will use commercially reasonable efforts to restore access to the Services as soon as practicable after the event giving rise to the Service Suspension is resolved. CRC shall have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences incurred by Customer or any Authorized User as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, CRC may monitor Customer's or any Authorized User's use of the Services and collect and compile Aggregated Statistics. As between CRC and Customer or any Authorized User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by CRC. Customer and all Authorized Users acknowledge that CRC may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that CRC may: (i) make Aggregated Statistics publicly available in compliance with applicable law; and, (ii) use

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Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information (as defined in Section 6 herein).

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services by Customer and its Authorized Users, whether such use is authorized or not. Customer shall ensure that all Authorized Users comply with the terms of this Agreement, including the restrictions set forth in Section 2(b). Customer shall safeguard all access credentials, passwords, and tokens, and shall promptly notify CRC if any are compromised. Customer is responsible for the accuracy, legality, and appropriateness of all Customer Data submitted to the Services. Customer shall comply with all applicable laws, regulations, and export controls in connection with use of the Services. CRC does not verify the accuracy, completeness, or reliability of Customer Data and shall not be responsible for any results, analyses, or outcomes arising from inaccurate, incomplete, or misleading Customer Data. Customer shall cooperate with CRC in any reasonable audit of Customer's use of the Services or compliance with this Agreement.

4. Service Levels. Subject to the terms and conditions of this Agreement, CRC shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Appendix 1. Customer acknowledges that it has read and agrees to the service levels described in Appendix 1, which are attached hereto, incorporated herein, and form part of the Agreement accepted by Customer upon subscription.

5. Fees and Payment.

(a) Fees. Customer shall pay CRC the fees ("Fees") for the Services as set forth in Section 13 herein, or as otherwise made available to Customer on CRC's website at the time of subscription, without offset or deduction. All Fees for the Initial Term, as herein defined, of the subscription shall be due and payable in full upon activation of the subscription. Fees for any Renewal Term, as herein defined, shall be due and payable on or before the start date of such Renewal Term. Customer shall make all payments in US dollars. CRC may, in its sole and absolute discretion, provide notice of any Fee changes prior to a Renewal Term. If Customer fails to make any payment when due, without limiting CRC's other rights and remedies: (i) CRC may charge interest on the past due amount at the rate of twelve percent (12%) per annum, compounded monthly, or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse CRC for all reasonable costs incurred by CRC in collecting any late payments or interest, including attorneys' fees, costs, and expense; and, (iii) if such failure continues for thirty (30) days or more, CRC may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on CRC's income.

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### 6. Confidential Information.

(a) Definition of Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information also includes, without limitation, Customer Data, Aggregated Statistics, and any outputs, reports, or derivative analyses generated from Customer Data by the Services or any artificial intelligence, machine learning, or automated tools, except to the extent such information is excluded under this Section. Confidential Information does not include information that, at the time of disclosure, is: (i) in the public domain; (ii) already known to the receiving Party; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or, (iv) independently developed by the receiving Party.

(b) Non-Disclosure Obligations. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, or agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Customer shall ensure that all Authorized Users comply with these confidentiality obligations with respect to Customer Data and any outputs derived therefrom. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first give written notice to the other Party and make a reasonable effort to obtain a protective order; or, (ii) to establish a Party’s rights under this Agreement, including to make required court filings.

(c) Public Records Requests. To the extent Customer is a public or governmental entity subject to public records, freedom of information, or similar laws (including the Freedom of Information Act) requiring disclosure of records, Customer acknowledges that the Services, including the software, platform logic, algorithms, models, documentation, and any proprietary datasets used in connection with the Services, constitute confidential and proprietary information of CRC and may constitute trade secrets under applicable law. Customer shall use reasonable efforts to protect such information from disclosure to the fullest extent permitted by law. To the extent permitted by law, Customer shall promptly notify CRC of any request that seeks disclosure of such information so that CRC may seek appropriate protective measures or exemptions from disclosure.

(d) Restrictions on Use. Nothing in this Section 6 grants Customer any right to access, use, copy, analyze, or extract information from the Services or any Confidential Information using automated tools, artificial intelligence, machine learning techniques, or other methods not expressly authorized under this Agreement. All such rights are governed solely by the license and use restrictions set forth in Section 2(b).

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(e) Return or Destruction of Confidential Information. Upon expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or medium, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire six (6) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

### 7. Intellectual Property Ownership; Feedback.

(a) CRC IP. Customer acknowledges and agrees that, as between Customer and CRC, CRC owns all right, title, and interest, including all intellectual property rights, in and to the CRC IP. Nothing in this Agreement shall be construed to grant Customer any rights in the CRC IP, except for the limited rights expressly granted under this Agreement.

(b) Customer Data. CRC acknowledges that, as between CRC and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to CRC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, store, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for CRC to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within Aggregated Statistics.

(c) Feedback. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to CRC by mail, email, telephone, or otherwise, suggesting or recommending changes to the CRC IP, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), CRC may freely use, modify, or incorporate such Feedback for any purpose without any obligation to Customer or such persons. Customer hereby assigns to CRC on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and CRC 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 CRC is not required to use any Feedback.

### 8. Limited Warranty and Warranty Disclaimer.

(a) Limited Warranty. CRC warrants that the Services will conform in all material respects to the service levels set forth in **Appendix 1** when accessed and used in accordance with the Documentation. CRC does not make any representations or guarantees regarding uptime, availability, or outcomes of the Services unless specifically identified in **Appendix 1**. The remedies set forth in this Agreement are Customer's sole remedies and

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CRC's sole liability under this Section 8(a). **THE FOREGOING WARRANTY DOES NOT APPLY, AND CRC STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SERVICES.**

(b) Warranty Disclaimer. **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE CRC IP IS PROVIDED "AS IS," AND CRC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CRC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), CRC MAKES NO WARRANTY OF ANY KIND THAT THE CRC IP, OR ANY OUTPUTS OR RESULTS FROM THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.**

9. Indemnification.

(a) CRC Indemnification.

(i) CRC shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights, including United States patents, copyrights, or trade secrets, provided that Customer notifies CRC in writing within ten (10) days of becoming aware of such Third-Party Claim, cooperates with CRC, and allows CRC sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit CRC, at CRC's sole and absolute discretion, to: (A) modify or replace the Services, or component or part thereof, to make it non-infringing; or, (B) obtain the right for Customer to continue to use the Services. If CRC determines, in CRC's sole and absolute discretion, that neither alternative is reasonably available, CRC may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) shall not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data or software not provided by CRC or authorized by CRC in writing; (B) modifications to the Services not made by CRC; or, (C) Customer Data.

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(b) **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at CRC's option, defend CRC from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data or software not provided by CRC or authorized by CRC in writing; or, (iv) modifications to the Services not made by CRC, provided that Customer may not settle any Third-Party Claim against CRC unless CRC consents to such settlement, and further provided that CRC shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) **Sole Remedy.** **THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CRC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL CRC'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT PAID BY CUSTOMER TO CRC IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.**

10. **Limitations of Liability.** **IN NO EVENT SHALL CRC BE LIABLE IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR, (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CRC WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. UNLESS OTHERWISE STATED HEREIN, IN NO EVENT SHALL CRC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT PAID BY CUSTOMER TO CRC IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.**

11. **Term and Termination.**

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for one (1) year (the "**Initial Term**"). This Agreement shall automatically renew for

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successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). At the start of each Renewal Term the price for the Services shall increase by five percent (5%).

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) CRC may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after CRC's delivery of written notice thereof; or, (B) breaches any of its obligations under Section 2(b) or Section 6;

(ii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or, (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or,

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) 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; (C) makes or seeks to make a general assignment for the benefit of its creditors; or, (D) 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.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the CRC IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the CRC IP and certify in writing to CRC that the CRC IP has been deleted or destroyed. Termination or expiration shall not relieve Customer of any payment obligations for Fees or other amounts accrued or committed prior to the effective date of termination, nor entitle Customer to any refund. All obligations of the Parties that by their nature survive termination, including payment obligations, confidentiality, intellectual property, warranties, indemnification, and limitations of liability, shall survive such expiration or termination.

(d) Survival. This Section 11 and Sections 1, 2(b), 3, 5, 6, 7, 8(a), 8(b), 9, 10, 11(c), 12(f), 12(g) and 12(j) shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

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### 12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, 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, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and, (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section 12(b)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and, (ii) if the Party giving the Notice has complied with the requirements of this Section 12(b).

(c) Force Majeure. In no event shall CRC be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond CRC’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, hurricane, other potential disaster(s) or catastrophe(s), such as epidemics, pandemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns, supply shortages, or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. 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. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and, (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) 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

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such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois 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 Illinois. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the city of Chicago, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and each Party hereby waives any claim of inconvenient forum or forum non-conveniens.

(g) Prevailing Party. In the event of any legal action or proceeding (including arbitration) arising out of or related to this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party. In addition to the foregoing, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and disbursements in any post judgment proceeding to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CRC. Any purported assignment or delegation in violation of this Section 12(h) shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the United States.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 6, 7, or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party shall 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

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are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Recitals. The Recitals at the beginning of this Agreement are incorporated into and made a part of this Agreement as if fully set forth in the body hereof. This Agreement shall be interpreted in light of the Recitals.

13. Subscription Plans. All Fees are due and payable in accordance with Section 5 of this Agreement.

<i>Plan</i>	<i>Yearly Fees (USD)</i>	<i>Number of Authorized Users</i>	<i>Features</i>
Free Entry Point	Free		Resilience Intelligence Quiz Invitation to generate a full RIA Resilience Playbook
Essentials Plan	\$2,500 / year		Risk – Hazard + vulnerability maps, climate projections Action – core resilience strategy library Measure – basic resilience dashboard Implementation - Downloadable resilience work plan
City Plan	\$6,500 / year		Everything in Essentials and more: Risk – Multi-hazard overlays, vulnerability hotspots, data source transparency and documentation Action – Full RIA action library (1000+ strategies) Measure – advanced dashboards and storytelling tools Implementation – governance blueprint and engagement toolkit
Regional Plan	\$12,500 / year		Everything in City Plan and more:

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**Acknowledgement of Subscription Terms**

By selecting a subscription plan and clicking “I Agree,” Customer confirms that it has read, understands, and accepts the terms of this Agreement and the applicable subscription plan details.

**APPENDIX 1**

**CRC Service Level Addendum**

This Service Level Addendum (this “Service Level Addendum”) sets forth the service level commitments for the Services provided by CRC. This Service Level Addendum is incorporated into and made part of the Software as a Service Subscription Agreement (the “Agreement”) entered into by Customer when it subscribes to the Services. Capitalized terms used but not defined in this document have the meanings assigned to them elsewhere in the Agreement.

1. **Definitions.** The following definitions apply to this Service Level Addendum:

(a) **“Downtime”** means a complete inability of Customer and its Authorized Users to access and use the Services due to a failure of CRC’s systems, as measured solely by CRC’s monitoring systems. Downtime does not include performance degradation or partial feature impairment.

(b) **“Monthly Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

(c) **“Exclusion from Downtime”** The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:

(i) Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (CRC will use commercially reasonable efforts to provide seven (7) days’ advance notice of service-affecting scheduled maintenance); or,

(ii) Service unavailability caused by events outside of the direct control of CRC or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

2. **CRC SLA.** During the Term of the Agreement, CRC will use commercially reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.5% for any calendar month (the “CRC SLA”). If CRC does not meet the CRC SLA, and so long as Customer’s account with CRC is in good standing, Customer will be eligible to receive the service credits described below. These credits are Customer’s exclusive remedy (and CRC’s sole liability) with respect to CRC’s inability to meet the CRC SLA requirements. CRC explicitly disclaims all other remedies, whether in law or equity.

3. **Service Credits.** Credits are issued as financial reimbursement if CRC does not meet the CRC SLA for a particular calendar month of the Term. Upon approval of a claim, CRC will provide the applicable credit as a percentage of the annual fees paid for the Term, calculated pro rata for the affected month:

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<b><u>Billing Period Uptime Percentage</u></b>	<b><u>Service Credit</u></b>
< 99.5% but > = 99.2%	5% of the monthly portion of annual fees
< 99.2% but > = 99.0%	10% of the monthly portion of annual fees
< 99.0% but > = 98.7%	15% of the monthly portion of annual fees
< 98.7%	20% of the monthly portion of annual fees

4. **Maximum Credit.** The maximum credit available to Customer for any singly month is twenty percent (20%) of the monthly portion of the annual fees. Any credit will be applied to fees due from Customer for future periods and will not be paid to Customer as a refund. All claims for credit are subject to review and verification by CRC, and all credits will be based on CRC's measurement of its performance of the service and will be final.

5. **Claim Procedure.** To receive a service credit for CRC's failure to meet the CRC SLA in a particular calendar month, Customer must submit a written claim to CRC within thirty (30) days of the end of the month during which CRC did not meet the CRC SLA, and include the following information:

- (a) Customer name and account number;
- (b) the name of the service to which the claim relates;
- (c) the name, email address, and telephone number of the Customer's designated contact; and,
- (d) information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which the claim is being submitted.

Failure to submit a claim in accordance with this Section 5 constitutes a waiver of any claim to service credits for the applicable month.