

## WEBSITE TERMS AND CONDITIONS OF USE

1. **Agreement.** PLEASE CAREFULLY READ THE TERMS & CONDITIONS APPEARING BELOW. YOU MUST ACCEPT THESE TERMS & CONDITIONS, THE SITE'S MASTER SERVICES AGREEMENT, AND THE SITES PRIVACY POLICY BEFORE YOU WILL BE PERMITTED TO VIEW SEARCH RESULTS. ONCE YOU USE THIS SITE AND YOUR CREDIT CARD IS VERIFIED, YOU WILL BE ABLE TO VIEW YOUR SEARCH RESULTS. BY USING THIS SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS & CONDITIONS, THE SITE'S MASTER SERVICES AGREEMENT, AND THE SITES PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THE SITE'S MASTER SERVICES AGREEMENT, AND THE SITES PRIVACY POLICY, YOU SHOULD NOT USE THIS SITE.
2. **Ownership.** This website is owned and operated by Hydra Logic, Inc., ("Website Owner"). Website Owner owns and retains all proprietary rights to the HydraLogic service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of HydraLogic and Website Owner. By using this website you represent that you have the right to grant permission for use by Website Owner.
3. **Modification.** This Agreement may be modified at any time by Website Owner upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at the HydraLogic website (<https://hydralogic.com>). Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
4. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at the HydraLogic website (<https://hydralogic.com>).
5. **Intended Audience.** This website is intended for adults only. This website is not intended for any children under the age of 13. You certify that your answers to the registration materials on this website will be truthful.
6. **Site Use.** Information retrieved from this website ("Search Results") is for permitted uses only. Search Results may be used solely in connection with providing real estate parcel and water data analysis to users who have signed a "Master Services Agreement" with the Website Owner.
  - (a) Provision of Access. Subject to and conditioned on your Master Services Agreement and compliance with all other terms and conditions of your Master Services Agreement and this Agreement, Website Owner hereby grants the 'Customer' under your Master Services Agreement ("Customer") a non-exclusive, non-transferable right to access and use the website, solely for use by Authorized Users in accordance with the terms and conditions of the Customer's Master Services Agreement. Such use is limited to Customer's internal business use for the "Services" permitted in accordance with the terms and conditions of the Customer's Master Services Agreement. Website Owner shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number, if any, set forth in Customer's Master Services Agreement except as

expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable thereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Website Owner hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not, and shall not permit any other person to, use or access the Services or the Website Owner IP except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not at any time, directly or indirectly, permit or permit any Authorized Users to: (i) copy, modify, or create derivative works or improvements of the Services or Website Owner IP; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Website Owner IP; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Website Owner IP, in whole or in part; (iv) bypass or breach any security device or protection used by the Services or Website Owner IP or access or use the Services or Website Owner IP other than by an Authorized User through the use of their own then valid access credentials; (v) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services; (vii) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Website Owner IP; (viii) access or use the Services or Website Owner IP for purposes of competitive analysis of the Services or Website Owner IP, the development, provision, or use of a competing software service or product or any other purpose that is to the Website Owner's detriment or commercial disadvantage; or (ix) access or use the Services or Website Owner IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Third-party IP or that violates any applicable law.

(d) Reservation of Rights. Website Owner 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 Website Owner IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Website Owner may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Website Owner reasonably determines that (A) there is a threat or attack on any of the Website Owner IP, (B) Customer's or any Authorized User's use of the Website Owner IP disrupts or poses a security risk to the Website Owner IP or to any other customer or vendor of Website Owner, (C) Customer, or any Authorized User, is using the Website Owner IP for fraudulent or illegal activities, (D)

subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) Website Owner's provision of the Services to Customer or any Authorized User is prohibited by or otherwise in potential or action violation of applicable law; (ii) any vendor of Website Owner has suspended or terminated Website Owner's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) of your Master Services Agreement (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Website Owner shall 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. Website Owner shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Website Owner will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

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

7. **Disclaimer.** WEBSITE OWNER DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION PROVIDED BY IT. WEBSITE OWNER PRESENTS SEARCH RESULTS WITH THE ASSISTANCE OF THIRD-PARTY INFORMATION PROVIDERS AND AS SUCH, CANNOT GUARENTEE COMPLETE ACCURACY IN ITS SEARCH RESULTS. ALL SUCH SEARCH RESULTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WEBSITE OWNER DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU.
8. **Limitation of Liability.** THE PRICES CHARGED BY WEBSITE OWNER ARE BASED UPON WEBSITE OWNER'S EXPECTATION THAT THE RISK OF ANY LOSS OR INJURY THAT MAY BE INCURRED BY USE OF THE SEARCH RESULTS WILL BE BORNE SOLELY BY THE USER, AND NOT WEBSITE OWNER. WEBSITE OWNER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR

CAUSED IN WHOLE OR IN PART BY WEBSITE OWNER 'S ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE INFORMATION PROVIDED BY IT. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, EVEN IF WEBSITE OWNER WAS GROSSLY NEGLIGENT, WAS ADVISED OF SUCH POSSIBILITY OF DAMAGES, OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. IF, NOTWITHSTANDING THE PRECEDING SENTENCE, LIABILITY IS IMPOSED ON WEBSITE OWNER, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE WEBSITE OWNER FOR SUCH INFORMATION.

9. **Information Ownership.** The information provided by Website Owner will continue to be the exclusive property of Website Owner. Except as expressly provided in paragraph 6, this transaction shall not be deemed to convey any right, title or interest, including patent, copyright or other proprietary right, in or to such information. The programs and software which operate this website are confidential trade secrets of Website Owner and, therefore, you agree not to modify the programs or any embodiment thereof or attempt to decipher, decompile, disassemble or reverse engineer the programs or software or any embodiment thereof.
10. **Indemnification.** You will indemnify, defend and hold Website Owner and its subsidiaries and affiliates (collectively, the "Indemnitees") harmless from and against any and all claims and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the Indemnitees based upon your use of this website or the Search Results.
11. **Entire Agreement.** These Terms & Conditions, alongside the website's Privacy Policy and Master Services Agreement, constitute the entire agreement between the parties and supersedes any other communications, whether written, oral, electronic or otherwise, with respect to the subject matter of these Terms & Conditions, the website's Privacy Policy and Master Services Agreement. These Terms & Conditions may not be amended, modified or waived orally, but only if done so in writing. Any changes to these Terms & Conditions will be effective from and after the date that the same are delivered to you by e-mail or regular mail. If any of these Terms & Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining Terms & Conditions shall remain in full force and effect. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.
12. **Governing Law.** These Terms & Conditions will be governed by and interpreted under the laws of State of California applicable to contracts made and to be performed therein.
13. **No Agency.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Website Owner as a result of these Terms & Conditions or your use of the website.
14. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. **Waiver.** Website Owner's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website Owner must be in writing and signed by an authorized representative of Website Owner.

16. **Termination.** Website Owner may terminate this Agreement at any time, with or without notice, for any reason.

17. **Contact Information.**

Hydra Logic, Inc.

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