This SwiftComply Service Agreement (the **"Agreement"**) is made and entered into by and between SwiftComply, Inc. (**"SwiftComply"**), a Delaware corporation with its principal offices at 6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566 and **Customer** (as defined in the applicable SwiftComply Service Order) (each a **"Party"** and collectively the **"Parties"**). This Agreement governs the terms and conditions under which Customer may utilize the SwiftComply Service as set forth herein and as specified in one or more applicable SwiftComply Service Order(s) executed by Customer in connection herewith and incorporated herein (the **"SwiftComply Service Order(s)"**).

WHEREAS SwiftComply owns and operates the SwiftComply Service, a Web-based SaaS solution that includes a variety of SwiftComply Module(s) and provides various features and functionality via such SwiftComply Module(s); and

WHEREAS Customer wishes to utilize the SwiftComply Service in order to help optimize Customer's regulatory programs as well as to leverage the functionality of such SwiftComply Module(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SwiftComply and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
    1.1) **"Account"** means an access point for the SwiftComply Service that requires registration by the Customer.
    1.2) **"SwiftComply API"** means an Application programming interface that provides access to specified content and functionality within certain SwiftComply Modules.
    1.3) **"SwiftComply Modules"** means collectively all of the Web Applications hosted by SwiftComply and available via the SwiftComply Service, including but not limited to:
        a) SwiftComply Backflow: An Application that enables Cross Connection Control Environmental Program Management.
        b) SwiftComply Reclaimed Water: An Application that enables Reclaimed/Recycled/Auxiliary Water Program Management.
        c) SwiftComply Pretreatment: An Application that enables Industrial Pretreatment Program Management.
        d) SwiftComply FOG: An Application that enables Fat, Oils & Greases Environmental Program Management.
        e) SwiftComply Stormwater: An Application that enables Stormwater Environmental Program Management.
        f) SwiftComply Forms: An Application that provides a workflow automation platform that allows Customer to create web-based forms for their internal operations and for their constituents to transact with Customer.
        g) SwiftComply Multi-Modules: An Application that provides dashboards and reporting across multiple SwiftComply Modules.
        All features, functionality, reports, etc. for each SwiftComply Module are included as material elements of the applicable SwiftComply Module. SwiftComply may modify, combine, add or delete SwiftComply Modules from the SwiftComply Service from time to time at its sole discretion, underlined provided that in the event that SwiftComply terminates or deletes any SwiftComply Module to which Customer is actively subscribing, SwiftComply shall provide a pro-rata refund for applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
    1.4) **"SwiftComply Data"** means any aggregated and normalized key metrics and data collected by SwiftComply for the delivery of the SwiftComply Service.
    1.5) **"SwiftComply Service"** means the complete set of SwiftComply software and related materials including but not limited to the SwiftComply Modules, SwiftComply Data, SwiftComply Websites, the Documentation and the Software.
    1.6) **"SwiftComply Web Site"** means the Websites owned and operated by SwiftComply and made available at the following URL: http://customer.swiftcomply.com, https://customer.c3swift.com/, and/or any successor site(s).
    1.7) **"Customer Data"** means any data provided to SwiftComply by or on behalf of Customer or any data entered or uploaded into the SwiftComply Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes SwiftComply Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
    1.8) **"Customer State"** means the state, commonwealth or territory in which the Customer is located.
    1.9) **"Customer Web Site"** means any Web site owned and operated by Customer.
    1.10) **"Documentation"** means any accompanying proprietary documentation made available to Customer by SwiftComply for use with the SwiftComply Service, including any documentation available online or otherwise.
    1.11) **"Sensitive Data:** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
    1.12) **"Software"** means the source code and/or other code which are material elements of the SwiftComply Modules and SwiftComply Service.

2) **Service Usage & Licenses.**
    2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by SwiftComply as set forth herein. Customer agrees to notify SwiftComply immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, SwiftComply's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
    2.2) SwiftComply License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable SwiftComply Service Order(s), SwiftComply grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the SwiftComply Service for the following functionality:
        a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable SwiftComply Modules

within one or more Customer Web Site(s);

  b) <u>Application Access.</u> Customer may access the SwiftComply Modules via Customer's Account to utilize the functionality provided within such SwiftComply Modules; and

  c) <u>API Access.</u> Customer may access the SwiftComply API to share data from the SwiftComply Modules within one or more Customer(s) database(s).

3) Term and Termination.

 3.1) <u>Term.</u> The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first SwiftComply Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable SwiftComply Service Order(s) (the **"Term"**).

 3.2) <u>Termination.</u> This Agreement and/or any applicable SwiftComply Service Order may be terminated prior to the expiration of the term as follows:

  a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

  b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

 3.3) <u>Obligations.</u> Upon expiration or termination of this Agreement:

  a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

  b) Customer shall cease use of the SwiftComply Service and shall remove all links from the Customer Web Site(s) to any content provided by the SwiftComply Modules; and

  c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to SwiftComply any such fees.

 3.4) <u>Survival.</u> Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

 4.1) <u>Fees.</u> Customer shall pay the Fees in accordance with the terms set forth in the applicable SwiftComply Service Order.

 4.2) <u>Interest and Collections.</u> Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. SwiftComply shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

 4.3) <u>Taxes.</u> Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any SwiftComply Service Order. In the event that Customer is exempt from sales tax, Customer will provide SwiftComply with a tax-exempt certificate upon request.

5) Intellectual Property.

 5.1) <u>General.</u> Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any pre existing or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Websites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

 5.2) <u>Data Ownership and License.</u>

  a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to SwiftComply for SwiftComply's use as contemplated by this Agreement. Customer acknowledges that SwiftComply shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

  b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the SwiftComply Service. To the extent that Customer enters or uploads any Sensitive Data into the SwiftComply Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. SwiftComply is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

  c) Customer Data shall remain the property of Customer, and Customer hereby grants SwiftComply a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any SwiftComply Module(s) and for the purpose of providing the SwiftComply Service.

 5.3) <u>Proprietary Rights Notice.</u> The SwiftComply Service and all intellectual property rights in the SwiftComply Service are, and shall remain, the property of SwiftComply. All rights in and to the SwiftComply Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by SwiftComply without restriction, including, without limitation, SwiftComply's right to sole ownership of the SwiftComply API, SwiftComply Modules, SwiftComply Data, SwiftComply Websites, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the SwiftComply Service outside of the scope of the license granted herein or make the SwiftComply Service available to any third party or use the SwiftComply Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the SwiftComply Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the SwiftComply Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the SwiftComply Service for any purpose without the express written consent of SwiftComply; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with SwiftComply other than in the name of SwiftComply; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the

SwiftComply Service. If the use of the SwiftComply Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the SwiftComply Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the SwiftComply Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) **Representations, Warranties, Indemnification and Liability.**

6.1) <u>By SwiftComply.</u> SwiftComply represents and warrants that: (i) the SwiftComply Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the SwiftComply Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to SwiftComply's knowledge, the SwiftComply Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) SwiftComply holds all necessary rights to permit the use of the SwiftComply Service and all components thereof provided to Customer under this Agreement.

6.2) <u>By Customer</u>. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the SwiftComply Service; and (ii) it shall not use the SwiftComply Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) <u>By Both.</u> SwiftComply and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) <u>Indemnification by SwiftComply.</u> At SwiftComply's cost, SwiftComply agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a **"Claim"**) arising out of or relating to (i) SwiftComply's breach of any term, condition, representation or warranty of this Agreement, (ii) SwiftComply's violation of any third party rights in connection with the SwiftComply Service or (iii) SwiftComply's violations of applicable laws, rules or regulations in connection with the SwiftComply Service. In such a case, Customer will provide SwiftComply with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by SwiftComply. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, SwiftComply shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) <u>Limited Warranty.</u> SwiftComply warrants that the SwiftComply Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable SwiftComply Service Order and that the SwiftComply Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY applicable SwiftComply SERVICE ORDER, SwiftComply MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) <u>Limitation of Liability.</u> NEITHER SwiftComply NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL apply REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO SwiftComply IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER <u>SECTION 6.3</u>; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER <u>SECTION 7</u>; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) <u>Essential Element.</u> The provisions of this <u>Section 6</u> are an essential element of the benefit of the consideration reflected in this Agreement.

7) **Confidentiality.**

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive information from the other Party (the **"Disclosing Party"**) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (**"Confidential Information"**). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

7.3) The term **"Confidential Information"** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public

record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1)_General._ If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between SwiftComply and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) _Entire Agreement._ This Agreement and the accompanying SwiftComply Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the SwiftComply Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) _Assignment._ Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) _Marketing Materials._ Customer agrees that SwiftComply may utilize Customer's name solely to identify it as a SwiftComply Customer on the SwiftComply Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to SwiftComply by Customer) shall require Customer's prior written consent.

8.5) _Insurance._ SwiftComply shall maintain commercial general liability insurance, cybersecurity insurance, professional liability insurance and auto liability insurance in amounts that are consistent with industry standards. SwiftComply shall maintain Worker's Compensation insurance as required by law.

8.6) _No Boycott of Israel._ SwiftComply hereby certifies that SwiftComply is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) _Jurisdiction._ This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

8.8) _Modification._ SwiftComply shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: http://www.SwiftComply.com/terms-and-conditions. In the event that such modifications involve a material change to the Agreement, SwiftComply will provide notice via email that this Agreement has been materially modified. Changes will be binding on the date they are posted (or as otherwise stated in any notice of such changes). Continued use of the SwiftComply Service will be considered acceptance by the Customer of the then current Agreement.

8.9) _Force Majeure._ If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.10) _Notices._ All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable SwiftComply Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.11) _Titles & Subtitles._ The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.