



KORWEB SERVICES AGREEMENT

The KorWeb Services Agreement (“Agreement”) is effective as of the date of acceptance of this Agreement, (“Effective Date”) and is made by and between you (“Subscriber”, “you” and “your”), and KorTerra, Inc. (“KorTerra” “we”, “us” or “our”). In addition to any other method of acceptance of this Agreement, by accessing and utilizing KorWeb or the Services, you, are deemed to have accepted the terms and conditions contained in the Agreement.

Definitions.

“KorWeb” is our web-based ticket management software that allows you to receive and manage Tickets from a One Call Center or manually created by you.

“KorWeb App” means the downloadable KorWeb application offered by us to you to assist with general productivity, information retrieval and content delivery.

“One Call Center” means a designated notification center that individuals and entities contact prior to commencing an excavation in or on the ground which is intended to provide registered parties having underground infrastructure of pipes, mains and lines for producing, storing, conveying, transmitting or distributing communications, electricity, power, light, heat, gas, oil, petroleum products, water, steam, sewage, and other commodities and services with advanced notification of such excavation.

“Platform” shall mean the application, network servers, hardware, and data operations utilized by us in hosting the Services together with all of our proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to you by us in providing the Services.

“Services” shall mean the certain ancillary online or offline products and services provided by us for your access and use of KorWeb which is operated, maintained and hosted by us and made accessible via the internet, by a designated website or IP address.

“Services Fee” means the charges by us to you for your access to KorWeb. This may also include any ancillary fees associated with the provision of the Services.

“Ticket” shall mean (i) any transmission to KorWeb from a One Call Center in relation to you or your customer; or (ii) a manually created ticket generated by you in KorWeb.

“Ticket Volume” shall mean the aggregate number of generated Tickets for a specific time frame. Ticket Volume may be used as a basis of any fees charged to you.

Use of Services. We grant you and your employees non-assignable, non-transferable access and use of the Services according to the terms and conditions of the Agreement. You are responsible for and must provide all required computer hardware, software and other services necessary to access KorWeb together with all implementation and set-up process to access KorWeb. We reserve all rights not expressly granted by us, whether by implication, estoppel or otherwise in KorWeb, the Services, the Platform and all software related thereto. At all times KorWeb, the Services and Platform, including without limitation, the text, images, graphics, method of display and presentation, visual interfaces, user interfaces, photographs, copyrights, patents, trademarks, trade secrets, logos, sounds, music, artwork, computer code, and associated material and functionality contained therein (collectively “Intellectual Property”), shall remain the property of KorTerra.

Scope of Services. During the term of the Agreement, we shall provide the Services as may be more thoroughly described in a Billing Addendum document which may be attached, or a Billing Authorization document, together with standard maintenance and support of the Services. We may make commercially reasonable updates to the Services from time to time including corrections of substantial defects in the Services, periodic maintenance releases, and technical support regarding the use of the Services or response to errors in the Services. Technical support not involving the Services, custom programming, on-site installation and/or maintenance, training, and hardware issues are not included in the Services and if requested, will be billed at our then current rate.

Access and Subscriber Data. The Services may require you to obtain a user identification and password for access and use, and certain specific services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Services, KorWeb or the Platform without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes (“User Information”) assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform

us in writing of any need to deactivate or replace any User Information due to security concerns. We are not liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and us.

You agree to identify your support staff who, to the maximum extent practicable, will be the primary source of communications from you to us. All information provided by you, including, any technology, intellectual property, data, information, or material provided or submitted by you in the course of your use of the Services, including, any first or last name, home or other physical address, email address, instant messaging identifier, telephone number, other information that allows physical or online contacting of an individual, gender, age, racial, ethnic, or other identity, photograph or image, passwords, employment information, employment history, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to us as a result of your use of the Services shall be referred to as "Subscriber Data". All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain your property and no right, title, or interest in and to the Subscriber Data or the results from processing the Subscriber Data shall vest in us. We are responsible for maintaining the confidentiality of any Subscriber Data accessed or stored by us as a result of your use of the Services, and we may access, process, transmit and/or store personal data only to the extent necessary for enabling us to perform our obligations to you under the Agreement. We shall notify you of any unauthorized use of Subscriber Data, breach of security, or loss or theft of Subscriber Data promptly upon discovery of such unauthorized use, breach, loss, or theft and shall take all commercially reasonable action for the protection of personal data and to mitigate such breach, loss, theft or unauthorized use.

Code of Conduct. The access and use provided to you in the Agreement to the Services does not give you the right to: (i) use the Services for any unlawful purpose or in any manner not permitted by the Services Agreement; (ii) use the Services in any manner which could damage, disable, overburden or impair the Services, KorWeb or the Platform or interfere with any other party's use and enjoyment of the Services; (iii) modify or change the Services, KorWeb or the Platform; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source codes relevant to the Services, KorWeb or the Platform; (v) circumvent or bypass any technological protection measures in or relating to the Services, KorWeb or the Platform; or (vi) publish, copy, rent, lease, sell, export, import, distribute, or lend or make the Services available to any third party not previously approved by us; (vii) to access, monitor or copy any content or information of the Services, KorWeb or the Platform using any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or

any manual process for any purpose; or (v) to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, unless we expressly authorize you to do so.

You, your employees or agents shall perform no penetration or vulnerability testing ("Penetration Tests") of the Services, KorWeb or the Platform. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

You and your employees shall cause no harm to KorWeb, the Services or to any hardware, servers, operating software, or network components used in connection with furnishing the Services, and you shall introduce no malicious codes. Malicious code includes, without limitation, any virus, malware or undocumented or hidden functionality or performance capability contained within electronic files, Subscriber Data or software.

You and your employees shall utilize no software designed or modified to be run, without authorization from us, on our computers or network-capable devices, that performs either: (i) the unauthorized extraction of data or information from a computer or network-capable device, or modification of system user data; (ii) the modification of the Services or user data to facilitate the avoidance of fees incurred on a computer or network-capable device by parties other than parties authorized by us.

You agree to secure and protect the Services in a manner consistent with the maintenance of our rights and cause no harm to us or third party equipment, software, or processes used in connection with furnishing the Services and any entities from whom we obtain network or web services. In addition to constituting a default under the Services Agreement, any breach of the terms and conditions of the Services Agreement may also result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

Upon detection of any error in the Services by you, we may request you to provide us a listing of all output and any other data, including databases, and backup systems, some of which may be proprietary or contain confidential information, in order for us to reproduce operating conditions similar to those present when the error occurred. We agree not to disclose any such proprietary or confidential information to any person other than our employees, agents and subcontractors who need to know of such information. In no event, shall we disclose any such information to any third party without your prior written consent.

KorTerra Intellectual Property. You acknowledge that KorWeb and the Services constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that we shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide KorWeb or the Services), and any and all

updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to the Agreement, you do not acquire any interest in KorWeb or the Services. You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to KorWeb or the Services may be used by us without restriction or obligation to you.

Service Availability. Subject to the payment of all fees, the Services shall be accessible to you except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures and Force Majeure.

Backup Procedures and Short Notice Tickets. We strive to keep the Services up and running, however, all online services suffer occasionally from disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. Because of the very real possibility of online service disruption, as a condition of obtaining the Services, you agree to establish and maintain manual business operating procedures to be used if the Services becomes unavailable (“Backup Procedures”). These Backup Procedures must permit you to operate your business without access to the Services for as long as necessary until such Services are restored. Because of the nature of the Services being provided to you, there may be events which require you to receive a short notice ticket from a One Call Center that requires immediate attention, i.e. an emergency ticket (“Short Notice”). As a condition of this Agreement, in addition to receiving Tickets from us through KorWeb, you are required to arrange with every One Call Center from which you receive Tickets, a method for receiving Short Notice items directly from the One Call Center to your office. This Short Notice notification method could be a telephone call, email, text, fax or other transmission directly from the One Call Center to a designated location, or individual, at your office.

Term and Termination. The term of the Agreement shall be for an initial period of thirty-six (36) months from the date of the acceptance of the Agreement. After the initial term, this Agreement shall automatically renew for additional thirty-six (36) month periods, unless either party notifies the other of their intent to terminate this Agreement with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent renewal period. For any subsequent renewal period, we reserve the right to increase the Services Fee by at least a percentage increase equivalent to the Consumer Price Index for All Urban Consumers for All Items as published by U.S. Department of Labor, Bureau of Labor Statistics (“CPI”).

Early Termination. We may terminate the Agreement and any obligations and grants: (1) immediately for any Code of Conduct or access violation or failure to pay for the Services; or (2) upon thirty (30) days written notice in the

event you: (i) terminate or suspend your business; (ii) become subject to any bankruptcy or insolvency proceeding under federal or state statutes; (iii) become insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iv) have wound up or liquidated our business voluntarily or otherwise.

You shall have the right to terminate this Agreement and the obligations and grants hereunder with Cause: (1) Upon ninety (90) days written notice to us in the event that we violate any major provision of this Agreement and we are unable to remedy the violation, however, we are allowed thirty (30) days to remedy any major violation and if we remedy the major violation, you cannot terminate this Agreement; and (2) in the event we (i) terminate or suspend our business without providing for the continued support and maintenance of the Service; (ii) become subject to any bankruptcy or insolvency proceeding under federal or state statutes; (iii) become insolvent or become subject to direct control by a trustee, receiver or similar authority; or (iv) have wound up or liquidated your business voluntarily or otherwise, or (3) you do not receive annual budget approval and appropriation from your City Council.

In the event of termination by reason of your failure to comply with any part of this Agreement, or upon any act which shall give rise to our right to terminate this Agreement, or if you terminate this Agreement without Cause prior to the completion of the Term, then without limitation to any other remedy we may have, you shall pay to us upon termination, all charges accrued as of the cancellation date, including any applicable taxes, usage charges, etc. In addition, you shall immediately, and without further demand or notice, pay us an "Early Termination Fee". The "Early Termination Fee" shall be determined by multiplying, the number of months remaining in the Term of this Agreement, or any renewals thereof, by the larger of the previous year's invoice or the minimum amounts listed in the Billing Addendum document which may be attached, or a Billing Authorization document.

Termination Effect. Termination of the Agreement shall not relieve you of your obligations under the Agreement. Notwithstanding anything to the contrary, in the event that the Agreement is terminated in accordance with the terms and conditions of the Agreement, you agree that this paragraph and the following paragraphs Use of Services, Code of Conduct, KorTerra Intellectual Property, Term and Termination, Early Termination, Billing, Indemnification, Warranties, Mapping Limitations, Liability Limitation, Employee Non-Solicitation, Jurisdiction, Assignment, Successors, and Severability shall remain in full force and effect and survive termination of this Agreement.

Billing. You are responsible for the payment of any Services Fee. We reserve the right to charge a reconnect fee for any discontinued Services access that is subsequently reconnected. In addition to the Services Fees, you shall pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by the Agreement excluding income taxes. All invoices are due and payable net 30 days from the invoice date. Payments not received by the due date will accrue interest in accordance with the Texas Prompt Payment Act.

Indemnification. We will indemnify, defend, and hold you harmless from and against any and all claims incurred by you resulting (i) in any breach of our representations or warranties in the Agreement, and (ii) from any third-party claim, suit, action, or proceeding that KorWeb or the Services, infringes or misappropriates such third party's Intellectual property rights, provided that you promptly notify us in writing of the claim, reasonably cooperate with us at our sole cost and expense, and allows us sole authority to control the defense and settlement of such claim. Notwithstanding the foregoing, we may substitute or replace any alleged infringing third party's intellectual property rights at any time without incurring any further liability to you. You shall provide prompt written notice to us of any such occurrence, claim or lawsuit and shall thereby tender the defense of any such occurrence, claim or lawsuit to us. You shall cooperate with us, our agents and assigns, regarding any investigations, settlements, or defense of any occurrence, claim or lawsuit made pursuant to this defense. You may participate in and observe the proceedings at your own cost and expense with counsel of your own choice. We shall, control and direct to resolution such tendered occurrence, claim or lawsuit, and any settlement shall be at our sole discretion, except that we shall not settle any action in a manner that adversely affects the rights or assets, or restrains or interferes with your business or operations without your prior written consent (such consent not to be unreasonably withheld). We shall not be liable for any attorney fees or costs incurred by you after you tender the defense to us.

Warranties. We warrant that the Services, and any updates or modifications thereto shall operate substantially in accordance with the documentation provided by us and shall be free from substantial defects in material and workmanship.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; KORTERRA MAKES NO OTHER WARRANTIES OF ANY KIND WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. KORTERRA FURTHER MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTERRA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

"As Is" Third Party Software. We have no control over third party software, information or data and all third-party software, information or data is provided to you on an "as-is" basis, with no warranties of any kind except as set

forth above.

Mapping Limitations. All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not necessarily accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Services .

Liability Limitation. In no event shall we be liable for any damages whatsoever, including, but not limited to special, exemplary, punitive, indirect, incidental or consequential damages, expenses, charges or claims, including but not limited to loss of profits, loss of business or business opportunity, loss of use, and etc., arising out of the use or inability to use the Services, or for any claim by any entity not a party to the Agreement. We shall have no liability with respect to any third-party software and we do not guarantee the accuracy of any of the information contained therein, including, but not limited to, database information, geographic information systems information, geo-spatial information and document images. We shall further have no liability for any damages incurred, whether directly, indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information provided through third party software, including, but not limited to mapping software.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you have a basis for recovering damages, our liability for actual proven damages, expenses, charges or claims for any cause whatsoever, including but not limited to liability arising out of contract, tort, including, but not limited to negligence and strict liability, or for breach of warranty or otherwise, shall be the lesser of (i) the actually proven damages, expenses, charges or claims; or (ii) the amounts paid to us by you for the three (3) month period immediately preceding such liability or breach.

Successors and Assignment. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns, legal representatives, heirs or successors provided that you shall not assign any right or obligation hereunder in whole or in part, without our prior written consent, and any attempt to do so shall be void. We may assign our obligations under the Agreement, in whole or in part, in our sole discretion.

Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of the Agreement shall be valid or of any effect unless made in writing, and accepted by a duly authorized

representative, except we reserve the right, in our sole discretion to change or modify the terms of the Agreement as we deem appropriate. However, notwithstanding the foregoing, using the Services following the posting of the changes means you accept and agree to these changes. If you do not agree to the new terms, you must stop using the Services and close your account. If we have agreed to any written agreements with you after the execution of the Agreement which contains terms and conditions that conflict with the Agreement, then the language contained in the latter written agreements shall take precedence over the Agreement. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies and rights of the parties hereto.

Force Majeure. Neither party shall be required to perform any term, condition or covenant of the Agreement as such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemic, acts of God, or other conditions or circumstances beyond either parties' reasonable control. We shall not be liable for interruptions caused by failure of equipment or services not provided by us, failure of communications, power outages, or other interruptions not within our complete control, and we shall not be liable for performance deficiencies caused or created by your equipment. We shall not be liable if changes in operation, procedures, or services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. The foregoing shall not excuse either party from the payment of any monies due pursuant to the Agreement.

Severability. Each provision of the Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Counterparts. In addition to accepting the terms and conditions of this Agreement by accessing and utilizing KorWeb, this Agreement may be accepted by the execution of one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be executed with an electronic signature, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

AGREED TO:

Subscriber:

Company:

Signed:

Name:

Title:

Address:

Date:

KorTerra:

Company: KorTerra, Inc.

Signed:

Name:

Title:

Address:

Date:

DocuSigned by:
Mitchell Stendal
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Mitchell Stendal

President

KorTerra Inc.

18946 Lake Drive East

Chanhassen, MN 55317

October 27,2021

BILLING ADDENDUM

SERVICES AND FEES

KorWeb Advanced Service Fees:

Estimated Annual Ticket Volume: 31,700 Tickets

\$0.94 Per Ticket Per Year

Total Annual Total Cost:

\$29,798 Per Year

Annual Minimum:

\$26,500 Per Year

KorWeb Advanced Services Includes the following:

- KorWeb Facility Mapping
- KorWeb Field App
- KorWeb Positive Response to the Excavator-Email
- KorWeb Attachments-250GB
- KorWeb Map Based Routing
- KorWeb Region District Security
- One Call Center ticket receiver interface
- Automated Ticket Routing
- Auto Identify No Locate Required Tickets
- Greater Reliability and Data Integrity
- Emergency Notifications
- Database searching
- Support for Unlimited Number of Locators and Users
- Customized Display Fields
- Browser Based Mobile
- Setup and Configuration
- Robust Tier-1 Data Center Services
- Technical Support, Upgrades and Maintenance
- Minimum 1-year's worth of data storage online

Billing for the Services will begin on the Effective Date of the Agreement.

The Services will be invoiced in advance of the year term. Ticket Volume is based on an estimate of usage from the previous year. If the actual ticket count is less than the previous year a credit is applied to the invoice not to fall below the minimum. If the actual ticket count is greater than the previous year, then this overage total is multiplied by the per ticket rate and applied to the invoice cost.