SUBSCRIPTION PROPOSAL

Prepared for School of Urban and Regional Planning, Florida Atlantic University

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Table of Contents

A tailor-made solution for School of Urban and Regional Planning, Florida Atlantic University

Thank you for taking the time to look at UrbanFootprint

We are very excited about starting a project with School of Urban and Regional Planning, Florida Atlantic University and having you as part of the UF family!

We have really enjoyed spending time with you to understand how UrbanFootprint could bring true value to School of Urban and Regional Planning, Florida Atlantic University and help:

- You focus on teaching the methods, theories, and techniques of planning and design instead of teaching the software tools and concepts.

- You implement learn-by-doing teaching techniques;

- You prepare for your classes faster and easier;

- You access to structured, curated, and well sourced data;

- Your students quickly analyze the impacts of proposed developments;

- You and your students produce presentation ready reports and maps.

Client Case Studies

University of Redlands Geo-Design Studio Course with UrbanFootprint

Challenge: Engaging students in designing a new Transit Oriented Development (TOD)

The University of Redlands is designing a new Transit Oriented Development in the southern part of the campus, as part of the City of Redlands goal in creating new TODs in town and connecting Redlands with the Los Angeles metropolitan area. The University has been looking for (1) ideas, specifically from the students, about ways in which it should design the new TOD, (2) pedagogical methods to engage students in educational activities related to critical thinking, design thinking, data analysis, and data visualization, and (3) strategies to showcase its students' projects.

Solution: Using methods to help with TOD design, to incorporate innovative pedagogical approaches, and to demonstrate the students' accomplishments.

The University of Redlands started using UrbanFootprint in an interdisciplinary course in Spring 2018, called Geo-Design. The course was focused on designing a new TOD in the southern part of the campus and exploring its long-term impacts. We interviewed the course instructor about his experience. Here is the instructor's note: "UrbanFootprint was instrumental in my teaching. The platform was so intuitive that I was able to teach the technical aspects of it in about 75 minutes... I did not need to spend more than half of the entire semester to just teach the tool. UrbanFootprint allowed me to focus on teaching methods and theories of planning and designing new TODs, instead of spending the class time to help the students find, add, or merge their data sets. UrbanFootprint helped us not only very easily explore the planning context, but also to measure the impacts of the students' designs quickly... The tool extremely facilitated my teaching process in helping my students learn about critical thinking (for example, by analyzing various design scenarios or critiquing the analysis modules) and design thinking (for example, by helping them iterate their planning and design ideas). It also helped us save a lot of time for service learning activities and connecting with stakeholders and communities... and, of course, showcasing and communicating our project results using the data visualization capabilities of the platform."

Plan Overview

UrbanFootprint Education Plan
Unlimited Projects
Unlimited Scenarios
Parcel Canvas
Scenario Comparison Reports
Planning Analytics
Comprehensive Context Data and Maps
Reference Layer Import
Building and Place Type Library
Built Form Editor
Email Support

Onboarding and Implementation

Training & Orientation

We'll provide a 1 hour live training and Q&A focused on:

1. Creating & Managing Projects
2. Developing Exhibits & Maps
3. Analysing Existing Conditions
4. Exploring Alternatives with Scenarios
5. Understand Impacts with Planning Analytics & Reporting
6. Administration
7. Support

Pricing Overview

School of Urban and Regional Planning, Florida Atlantic University - Education-based Subscription Plan

UrbanFootprint Subscription Plan	Users	Total
UrbanFootprint - Education Useful planning data, better exploration tools, great mapping, scenario development toolkit, analysis and reporting capabilities.	75	$4,800.00
Standard Technical Support Included in Subscription Plan. Please see SLA for full details of UrbanFootprint support.	0	$0.00
Subtotal		**$4,800.00**
Total		**$4,800.00**

Terms and Signature

The term of the UrbanFootprint Product Service Agreement (Agreement) begins on the Effective Date and runs through the Renewal Date as listed on the Quote (Initial Term). Customer will be issued invoices based on the Billing Terms as listed on the Quote. All Invoices are payable Net 30 subject to offset, withholding or other claims. All software prices listed above are annual rates unless expressly stated otherwise. Initial pricing tier is based on the initial estimate provided by Customer.

The start date for accessing the services is Jan. 01, 2018. The licenses will be valid until Jan. 01, 2020. The University will have access to the total of 75 UrbanFootprint-Education licenses as part of the agreement.

The instructor(s) agree to share their experience of using UrbanFootprint with the Calthorpe Analytics team in an one-hour interview that will happen not more than two weeks after the last day of the class.

Calthorpe Analytics reserves the right to audit the usage of UrbanFootprint. If the customer is participating in the UrbanFootprint education program, their use of UrbanFootprint shall be limited to teaching purposes only.

By signing the UrbanFootprint Software Quote you agree to all terms and conditions in the UrbanFootprint Product Service Agreement.

PAYMENT TERMS	**School of Urban and Regional Planning, Florida Atlantic University**

PAYMENT TERMS

Credit Card, Wire or Check

Make all checks payable to: **Calthorpe Analytics**

If wiring please follow the below Instructions:

BANK NAME: Wells Fargo Bank, N.A.

BANK ADDRESS: West Coast Business Banking
1200 Concord Ave, Ste. 650 Concord, CA 94520 USA

ROUTING & TRANSIT #: 121000248

FOR INTERNATIONAL SWIFT CODE : WFBIUS6S

FOR THE CREDIT OF: Calthorpe Analytics, Inc

ADDRESS: 2095 Rose St, Suite 201, Berkeley, CA 94709

CREDIT ACCOUNT #: 1293831333

TERMS: *Payment Due net 30 from date of signature.*

School of Urban and Regional Planning, Florida Atlantic University

_____

ACCEPTED BY (CUSTOMER)

_____

DATE OF CUSTOMER ACCEPTANCE

Calthorpe Analytics

_____

ACCEPTED BY (CALTHORPE)

_____

DATE OF CALTHORPE ACCEPTANCE

Calthorpe Analytics

UrbanFootprint Subscription Agreement Terms and Conditions

1.**Background**. These terms and conditions ("Agreement") govern the provision of the Platform by Calthorpe Analytics ("Calthorpe") and the party indicated in the applicable Quotation ("Customer"). The parties agree as follows: Calthorpe is in the business of developing and providing access to UrbanFootprint, a platform for managing land use data, testing land use scenarios and providing data analytics. Customer wishes to have access to such platform as described herein.

2.**Services**.

2.1**Access**. Calthorpe shall make the Platform available to Customer pursuant to the terms of this Agreement and the relevant Quotation during the Subscription Term. The Platform will be hosted by Calthorpe, and provided as a service.

2.2**Use of the Platform**. Any limitations on Customer's scope of use of the Platform will be as set forth in the one or more quotations to be agreed to by and between Customer and Calthorpe (each, a "Quotation"). Calthorpe will provide Customer access to the Platform solely by Users authorized by Customer. User accounts and passwords are specific to individual Users, and may not be shared among or by other users, except in the case of a concurrent User license as specified in Section 2.2(d).   Customer administrators may reassign a User account during the Subscription Term, if a former User no longer requires access to or use of the Platform. All Users must be (a) employees of Customer, or (b) agree to abide by the terms of this Agreement, in which event Customer will be responsible for such Users' adherence to the terms of this Agreement.

2.2(a)If pricing per User is specified in the Quotation, Customer shall allow only the number of Users indicated in the Quotation to use the Platform. If Customer allows use of the Platform by Users in excess of the number indicated in the Quotation, such excess use will not be a breach of this Agreement, but such additional Users may use the Platform, subject to payment by Customer of the applicable fees for the Subscription Term at the highest undiscounted per-User rate indicated in the Quotation.

2.2(b)A Project Area is a single planning project area as described in the Quotation. If pricing per Project Area is specified in the Quotation, Customer shall only use the Platform for the applicable Project Area.

2.2(c)Per capita means the number of persons residing in the jurisdiction for which a project is being conducted by Customer, as measured at the commencement of the applicable term. If pricing per capita is specified in the Quotation, Customer shall only use the Platform for projects conducted for the applicable jurisdiction. Customer may use the Platform to conduct an unlimited number of projects within such jurisdiction.

2.2(d)If Customer purchases a concurrent User license, then access is not limited to specific named Users, but Customer shall only allow the number of concurrent Users indicated in the Quotation to access the Platform at a single time. If Customer allows use of the Platform or the number of Users on the Platform at one time is in excess of the number of concurrent Users specified in the Quotation, such excess use will not be a breach of this Agreement, but such additional concurrent Users may use the Platform, subject to payment by Customer of the applicable fees for the excess concurrent Users for

the Subscription Term at the highest undiscounted per-concurrent User rate indicated in the Quotation.In addition, Calthorpe may also implement technical measures to prevent Customer from exceeding the authorized number of concurrent Users such as preventing logins or automatically logging active Users out of the Platform to ensure the authorized number is not exceeded.

2.3**Support**.   During the Subscription Term, Calthorpe will provide Customer with Calthorpe's standard level of support as indicated in the attached Service Level Agreement (SLA) at no additional charge. Additional support is available at additional fees as specified in the Quotation.

2.4**Customer Responsibilities**.   Customer will be: (a) responsible for Users' compliance with this Agreement and shall use the Platform only in accordance with the Calthorpe Platform documentation, (b) responsible for the accuracy, integrity, and legality of Customer Data and the means by which it acquires and uses such Customer Data, and (c) solely responsible for determining the suitability of the Platform for Customer's business and complying with any regulations and laws, (including, without limitation, export, data protection and privacy laws) applicable to Customer Data and Customer's use of the Platform.

2.5**Restrictions**.   Customer shall not, directly or indirectly: (a) provide the Platform on a timesharing, service bureau or other similar basis; (b) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Platform or the data contained therein, or (c) use the Platform, or permit it to be used, for purposes of benchmarking, competitive intelligence, comparative analysis, or to develop a competing product or service.

2.6**Professional Services**.   If the Quotation indicates that Calthorpe will provide any customization, installation, training, or similar services, Calthorpe shall provide such services as described in the Quotation for the fees described therein.

2.7**Client Software**.   Calthorpe may provide Customer with certain client software (such as local web applications or mobile device apps) to facilitate use of the Platform. Calthorpe hereby grants to customer a non-exclusive, non-transferable, non-sublicensable right, during the term of this Agreement, to use such software solely in connection with the use of the Platform.

2.8**Security and Business Continuity**.   Calthorpe shall provide the Platform in accordance with the business continuity metrics in the attached Service Level Agreement.

2.9**Open Source Software**.   Calthorpe may in its sole discretion make available certain portions of the Platform available under software licenses such as open source licenses. Nothing in this Agreement restricts Customer's rights under any such separate license.

3.**Third-Party Software**.   The Platform may provide access to certain Third Party Software, as indicated in the Quotation. In such case, Customer may be required to enter into additional terms and conditions of the applicable third party. Any such terms will be referenced in the Quotation.

4.**Customer Data, Usage Data**.

4.1**Processing of Customer Data**.   Customer is solely responsible for entering its Customer Data (including Personal Data) into the Platform. Subject to the remainder of this Section 4, Calthorpe will have the right to use the Customer Data for the sole purpose of providing the Platform to Customer and

to perform its obligations under this Agreement, including to prevent or address support, service or technical problems. Customer shall not upload any Customer Data into the Platform without sufficient rights to do so. Without limiting the foregoing, Customer, and not Calthorpe, will be responsible to enter into any licenses from third parties who may have intellectual property rights in the Customer Data that may be necessary to use the Customer Data in connection with the Platform, and Customer shall ensure that its use of the Customer Data complies with any non-disclosure obligations of Customer, and any applicable privacy policies or laws.

4.2**Security**. Calthorpe will use reasonable and customary technical measures to protect against accidental or unauthorized destruction, loss, alteration or disclosure of Customer Data, and reasonable and customary security programs and procedures to ensure that unauthorized persons will not have access to any equipment used by Calthorpe to process Customer Data. Calthorpe does not recommend storing personally identifiable information of third parties in the Platform, and accordingly, Calthorpe will not be responsible for any liability or loss arising from Customer storing such data in the Platform.

4.3**Usage Data**. In the course of providing Customer with the Platform, Calthorpe may also collect, use, process and store Usage Data in order to create and compile anonymized and aggregated statistics about the Platforms. Calthorpe will have the right to use such data in any manner, subject only to the confidentiality obligations of Section 8.

4.4**Data Sharing Discount**. If Customer has selected the Data Sharing Discount in the applicable Quotation, Calthorpe will have the right to use, reproduce, modify and otherwise exploit, at no additional payment to Customer or its agents, the Customer Data.

5.**Proprietary Rights**.

5.1**Ownership of Platform and Modifications**. Calthorpe retains all right, title and interest, including all intellectual property rights, in and to the Platform. In the event Calthorpe prepares any modification of the Platform at Customer's request, the parties may enter into a separate written professional services agreement. Unless the parties do so in advance in writing, Calthorpe will retain all right, title and interest in and to any such modifications.

5.2**Suggestions**. Customer or its Users may provide suggestions, enhancement or feature requests or other feedback to Calthorpe with respect to the Platform (collectively, "Feedback"). All Feedback will be given by Customer entirely voluntarily. Customer grants and agrees to grant to Calthorpe a royalty-free, transferable, irrevocable, worldwide, fully paid-up license under Customer's intellectual property rights to use, disclose, reproduce, license (with rights to sublicense through multiple tiers of sublicensees), sell, offer for sale, distribute, import and otherwise exploit the Feedback without restriction or obligation of any kind or nature.

6.**Payment**.

6.1**Fees and Payment**. Customer shall pay all fees specified in the relevant Quotation and such fees are payable in United States dollars (unless expressly agreed otherwise in a Quotation), are exclusive of taxes and are non-refundable. Fees are due in advance, unless otherwise set forth in the Quotation.

6.2**Additional Capacity**. Additional Capacity may be added during a Subscription Term at Calthorpe's then-current fees. All such additional Capacity must be purchased in advance. If Customer elects to increase its Capacity during a given month of the Subscription Term, unless otherwise set forth in the Quotation, Calthorpe shall prorate fees for such additional Capacity for any partial month of the Subscription Term.

6.3**Renewal**. Fees for any automatic renewal of a Subscription Term will be the then-current Calthorpe list price, unless otherwise stated on the Quotation.

6.4**Overdue Charges**. If any undisputed charge owing by Customer to Calthorpe remain unpaid 30 days after its due date, including without limitation due to a declined or expired credit card, Calthorpe may, without limiting its rights and remedies, suspend Customer's use of the Platform until such amounts are paid in full.

6.5**Taxes**. Unless otherwise provided in a Quotation, fees specified in quotes or Quotations, do not include any Taxes, and Customer is responsible for payment and reimbursement of all Taxes associated with its purchases hereunder, excluding any Taxes based on Calthorpe's net income.

6.6**Cancellation and Subscription Renewal.** This section does not apply to Customer.

6.7**Credit Cards**. This section does not apply to Customer.

6.8**Refunds**. Fees paid for any Subscription Period are non-refundable.

6.9**Free Trials**. Calthorpe may make the Platform available to Customer on a trial basis free of charge for a period specified in a Quotation. This Agreement shall govern Customer's the use of the Platform during any such trial period. The provisions of Sections 7.4 (Transition), 9.1 (Calthorpe Warranties), 10.1 (Calthorpe Third Party Claims), and 12.1 (Publicity) will not apply to any free trial.

7.**Term and Termination**.

7.1**Term**. This Agreement commences on the Effective Date and continues through the Subscription Term until all Quotations hereunder have expired or have been terminated. The Subscription Term for each Quotation will commence on the Effective Date (or such other date specified in the Quotation) and will continue for the relevant period set forth in the Quotation.

7.2**Termination by Customer or Calthorpe**. Either party may terminate this Agreement and any then-current Quotation prior to the end of a Subscription Term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for 30 days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

7.3**Effect of Termination**. Upon expiration or termination of this Agreement, the rights granted under this Agreement and any then-current Quotations will be immediately revoked and Calthorpe may immediately deactivate Customer's account. Calthorpe may keep copies of Customer Data solely to the extent necessary for the performance of its obligations under this Agreement; however, Calthorpe will not be obligated to keep Customer Data after the date of termination except as may be specifically set forth in a Quotation. In no event shall any termination relieve Customer of the obligation to pay any fees payable

to Calthorpe for any period prior to the effective date of termination, unless otherwise stated in this Agreement.

7.4**Transition**. Upon expiration or termination of this Agreement, for any reason other than termination by Calthorpe for breach by Customer under Section 7.2, Customer may elect to continue access to the Platform with a limited-access subscription that allows Customer to copy the Customer Data from the Platform to its own computer servers, but not to add Customer Data or engage in additional processing of Customer Data. Unless otherwise set forth in the Quotation, such limited access subscription will be, for each month, 25% of the prorated amount payable for the last month of the subscription.

7.5**Surviving Provisions**. Sections 4, 5, 7.3, 8, 9, 10, 11 and 12 shall survive termination or expiration of this Agreement.

8.**Confidentiality**.

8.1**Confidentiality**. The receiving party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement and (ii) limit access to any Confidential Information of the disclosing party, except (a) for those employees, representatives, or contractors of the receiving party who require access to the Confidential Information to enable receiving party to exercise its rights and obligations under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party; or (b) as disclosure may be required by law or governmental regulation, subject to the receiving party providing to the disclosing party written notice to allow the disclosing party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the receiving party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the disclosing party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The receiving party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement and Platform source code of the Platform are Confidential Information of Calthorpe or its licensors.

8.2**Destruction**. Within 5 days after a disclosing party's request, the receiving party shall return or destroy the disclosing party's Confidential Information; provided, however, that the receiving party shall be entitled to retain archival copies of the Confidential Information of the disclosing party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

9.**Warranties**.

9.1**Calthorpe Warranties**. Calthorpe warrants that (a) the Platform shall perform materially in accordance with the written specifications for the Platform; and (b) Calthorpe will use commercially reasonable measures to detect whether the Platform contains any Malicious Code. If the Platform does not conform to the warranty specified above and before Customer pursues any other remedies, Customer must notify Calthorpe in writing no later than 30 days after the breach of warranty, and

Calthorpe agrees to use commercially reasonable efforts to cure the non-conforming portions of the Platform. Calthorpe is not responsible for any non-compliance resulting from or caused by any (i) Malicious Code present in Customer Data, (ii) modifications made by anyone other than Calthorpe or its agents or (iii) software not supplied by Calthorpe. Customer's sole and exclusive remedy for a breach of any of warranties contained in this Section shall be to terminate the Agreement for cause and, notwithstanding anything to the contrary in this Agreement, have Calthorpe refund to Customer the pro rata unused portion of any prepaid fees.

9.2 **Reciprocal Warranty**. Each party warrants to the other party that it has the legal power and authority to enter into this Agreement.

9.3 **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE CALTHORPE PLATFORM IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. **Third Party Claims**.

10.1 **Calthorpe**. Calthorpe shall at its expense (a) defend or settle any third party claims, actions and demands brought against Customer and its officers, directors, employees or agents, where the third party claimant expressly asserts that (i) the Platform infringes such third party's trademarks, copyrights or US patents, or (ii) Calthorpe misappropriated such third party's trade secrets in the development of the Platform; and (b) pay damages, if any, finally awarded by a court of competent jurisdiction against Customer indemnified parties or agreed upon in settlement by Calthorpe (including other reasonable out-of-pocket costs incurred by Customer, including reasonable attorneys' fees, in connection with enforcing this Section 10.1), subject to the exclusions (1)-(5) set forth below. Calthorpe has no obligation to Customer under this Section for any claim, action or demand to the extent that such claim, demand or action is based on: (1) Third Party Software or Customer Data, (2) modifications where the Platform would not infringe (including by way of example, Modifications made by Customer, but excluding Modifications made by Calthorpe or its agents), (3) combination of the Platform with other software, processes or materials where the Platform would not infringe except for such combination, or (4) Customer's use of the Platform not in accordance with this Agreement. In the event that Calthorpe believes the Platform, or any part thereof, may be the subject of an infringement or a misappropriation claim as to which this Section applies, then Calthorpe may, in its discretion and at its sole expense: (1) procure for Customer the right to continue using such Platform or any applicable part thereof, (2) replace such Platform, or infringing part thereof, with a non-infringing version (or part thereof), (3) modify such Platform, or infringing part thereof, so as to make it noninfringing, or (4) in the event that (1), (2) or (3) are not commercially feasible, then Customer shall have the right to terminate this Agreement solely with respect to the infringing Platform, and, notwithstanding anything to the contrary in this Agreement, have Calthorpe refund to Customer the pro rata unused portion of any pre-paid service fees. This Section states Calthorpe's sole liability to, and Customer's exclusive remedy for, infringement claims of any kind in connection with the Calthorpe Platforms or services delivered under or in connection with this agreement.

10.2**Customer**. Customer shall at its expense (a) defend or settle any third party claims, actions and demands brought against Calthorpe and its officers, directors, employees and agents; and (b) pay all damages, if any, finally awarded against the Calthorpe indemnified parties or agreed upon in settlement by Customer (including other reasonable out-of-pocket costs incurred by Calthorpe, including reasonable attorneys' fees, in connection with enforcing this Section) arising from: (i) Customer's breach or violation of Customer's responsibilities under Sections 2.4 or 2.5, (ii) claims that Customer Data or use thereof in the Platform infringes or violates the rights of a third party, or (iii) claims that Customer's or its Users' use of the Platform or services in violation of this Agreement infringes or violates the rights of such third party.

10.3**Indemnification Procedures**. The party entitled to seek coverage pursuant to this Section (the "Indemnified Party") shall: (a) promptly notify the other party obligated to provide such indemnification (the "Indemnifying Party") in writing of any such claim; (b) give sole control of the defense and settlement of any such claim to the Indemnifying Party (provided that Indemnifying Party may not settle any claim in a manner that adversely affects Indemnified Party's rights, imposes any obligation or liability on the Indemnified Party or admits liability or wrongdoing on the part of Indemnified Party, in each case, without Indemnified Party's prior written consent); and (c) provide all information and assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim. The Indemnified Party may join in defense with counsel of its choice at the Indemnified Party's own expense.

11.**Limitation of Liability**.

11.1**Limitation on All Damages**. EXCEPT FOR A BREACH BY CUSTOMER OF SECTION 2.5 AND CUSTOMER'S OBLIGATIONS TO PAY FEES UNDER ANY ORDER ISSUED UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAYABLE BY CUSTOMER TO CALTHORPE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

11.2**Disclaimer of Consequential Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

12.**General**.

12.1**Publicity**. Calthorpe may include Customer name on a customer list and in its portfolio for sales purposes, provided that Calthorpe will not take any action implying sponsorship by Customer.

12.2**United States Government Users**. The Platform is commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the Platform, related documentation,

technical data, services, or any deliverable to the United States Government are specified in this Agreement. All other uses are prohibited and no ownership rights are conferred.

12.3**Export Compliance**. Platform is subject to all applicable export control laws and regulations, including, without limitation, those of the United States government.

12.4**Assignment**. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Quotations), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void.

12.5**Relationship of the Parties**. Calthorpe and Customer are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

12.6**No Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement.

12.7**Choice of Law and Jurisdiction**. This Agreement is governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. Customer and Calthorpe agree to submit to the personal and non-exclusive jurisdiction of the courts located in Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.8**Manner of Giving Notice**. Notices regarding this Agreement shall be in writing and addressed to Customer at the address Customer provides, or, in the case of Calthorpe, to the address for Calthorpe set forth above. Notices regarding the Platform in general may be given by electronic mail to Customer's e-mail address on record with Calthorpe.

12.9**Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

12.10**Entire Agreement**. This Agreement and any Quotations represent the entire agreement of the parties concerning its subject matter and is intended to be the final expression of their Agreement, and supersede all prior and contemporaneous agreements, proposals, or representations, whether written or oral. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. No amendment or waiver of any provision of this Agreement or a Quotation shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Customer and Calthorpe.

12.11**Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish

the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

13. **Definitions**.

13.1 "**Customer Data**" means any data, information or material processed or stored by Customer in the Platform.

13.2 "**Confidential Information**" means information that one party provides to the other party during the term of this Agreement that is identified at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

13.3 "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

13.4 "**Modifications**" means any work based on or incorporating all or any portion of the Platform, including, without limitation, modifications, enhancements and customizations to the Platform developed by Calthorpe.

13.5 "**Quotation**" means a document for purchases of Services hereunder, prepared by Calthorpe, signed by Customer, and accepted by Calthorpe.

13.6 "**Platform**" means online planning software as a service offering that Calthorpe makes available to Customer hereunder.

13.7 "**Project Area**" is defined as a contiguous geographic region for which a planning project occurs, such as neighborhoods, cities, counties, or regional planning boundaries. When the Platform is sold on a per Project Area basis, the Project Area will be defined as set forth in the Quotation or as otherwise agreed by the parties.

13.8 "**Subscription Term**" means the period of time which Customer may access the applicable Platform as set forth in a Quotation.

13.9 "**User**" means an individual employee, contractor or agent of Customer authorized to use the applicable Platform for which Service has been purchased and who has been given a user identification and password.

13.10 "**Taxes**" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

13.11 "**Third Party Software**" means applications or software Platforms that are developed by third parties, and that may interoperate with the Platform, the use of which software is governed by the applicable terms and conditions specified by such third party.

13.12 "**Usage Data**" means diagnostic and usage related content from the operation of the Platform and may include, but is not limited to, type of browser and systems that are used and/or accessed,

licensing, system and service performance data. Usage Data does not, however, include Customer Data, except in aggregated and de-identified form.

Service Level Agreement (SLA) to UrbanFootprint Subscription Agreement between Calthorpe and Customer

Support Hours:

Email and chat support: 8am – 6pm (Pacific Time), Monday through Friday.

Customer will appoint a single support liaison (and one backup) to communicate with Calthorpe support. Calthorpe will not be obligated to answer support inquiries from any other contact.

Any support request must be submitted through the customer support portal (currently available via email at support@urbanfootprint.io and online at http://help.urbanfootprint.io). Each incident will be issued a ticket number by Calthorpe. Any follow up calls by Customer must include the applicable ticket number. Support requests will be categorized by Calthorpe according to the following table, and respond to support requests as indicated therein.

Priority	Description	Response Time
Priority 0	Process cannot complete, there is no workaround and the solution is business critical. Examples: • An analysis module does not return results • It is not possible to export a layer • It is not possible to export a layer as a SHP file, but it is possible to export the layer in a different format	4 business hours
Priority 1	Process cannot complete and there is no workaround, but the condition is **NOT** business critical, however, must be resolved by the next scheduled or period end processing. Examples:	2 business days

| Priority 2 | Process cannot complete, but there is a workaround that allows processing to continue. | 2 business days |
| Priority 3 | This priority addresses "cosmetic" type calls with no financial or processing impact. | 5 business days |

Service Level Agreement

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UrbanFootprint for Education customers will be available 99.9% of the time every month. If UrbanFootprint does not meet this guarantee, you will be eligible to receive a Service Credit as described below.

Definition of Unavailability

UrbanFootprint will be considered unavailable when it is inaccessible during two or more 10 minute intervals. Unavailable means:

urbanfootprint.io returns a server error response to a valid user request

urbanfootprint.io is inaccessible online

Calculating Uptime

Uptime in a month will be calculated by subtracting from 100% the percentage of minutes during the calendar month in which UrbanFootprint is unavailable.

Service Credit

Service credits are calculated as a percentage of the total charges you owe us each month, or your annual fee divided by 12, as follows:

Total Available Uptime per month	Credit Amount
99.9% - 100%	0%
99% - 99.89%	10%

Less than 99%	15%

To receive a credit, you must contact Calthorpe Analytics within 30 days following the end of the unavailability via email at support@urbanfootprint.io and include the dates and times of unavailability. If we confirm that the uptime percentage in a month covered by your request is below 99.9%, we will issue you the service credit. Service credit is added to the end of your term for the service and cannot be exchanged for, or converted to, monetary compensation. The maximum service credit that we will issue for downtime in a month is 15% of the fees you otherwise owe us for that month.

This Service Level Agreement is your sole and exclusive remedy (and our sole liability) for unavailability of our services.

Limitations

A period of unavailability is excluded from the service level guarantee and will not count towards unavailability calculations for purposes of service credits if:

the unavailability is due to scheduled maintenance

you are in breach of our terms of service, or your services agreement with us as applicable (including your payment obligations to us), or the unavailability is otherwise due to your actions;

the unavailability is caused by factors outside of our reasonable control, include a force majeure event such as acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks and other malicious conduct, utility failures, or any other cause of service unavailability that was beyond Calthorpe Analytics reasonable control.