



PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Digital Map Products, L.P.
City Department in charge of Contract:	Community Development
Contact Person for City Department:	Michael Klein
Period of Performance for Contract:	August 15, 2022 – August 14, 2027 (60 months)
Not to Exceed Amount of Contract:	\$151,612
Scope of Work for Contract:	GovClarity SmartParcels Hosted map-based application & data license

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT
Digital Map Products, L.P.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Digital Map Products, L.P. (DMP) a State of Delaware, L.P. (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant:

A web-based GIS system that allows internal access to property information.
Consultant will continue to provide unlimited GovClarity licenses for the City of Calabasas employees.

Data integration into the City’s permit database.

Consultant will continue to provide SmartParcels Content delivery (SHP) with quarterly updates for the city’s SmartGov application. Data will include Parcels (City boundary + buffer and requested Property Attributes for Los Angeles and Ventura counties.

Obtain GIS data as needed from other sources, including updated aerials, environmental data, and property ownership.

Consultant will continue to provide GIS data from other sources, such as Environmental hazards premium data layer and premium Eagle Imagery, as required by the city. Consultant will continue to provide SmartParcels Content delivery (SHP) with quarterly updates for the city’s SmartGov application. Data will include Parcels (City boundary + buffer) and requested Property Attributes for Los Angeles and Ventura counties.

GovClarity is automatically updated with the latest GIS datasets including our industry leading SmartParcels fabric layer, Environmental Hazards premium data layer, as well as the latest aerial updates from Eagle Imagery. GovClarity is also an extensible application, providing the capability for the City to upload additional GIS data sets to further enhance the environment.

Alongside GovClarity, Consultant will continue to deliver SmartParcels datasets for integration into the city’s SmartGov application. This data is made available in shape file format, includes our Parcels layer (City boundary + buffer) as well as requested Property Attributes for the Los Angeles and Ventura counties. This

includes quarterly updates and aligns perfectly with the data found in GovClarity for a consistent data experience across both GovClarity and the City's SmartGov application.

Aerial Imagery updated every 2 years at 6-inch pixel resolution.

- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's March 11, 2022, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's March 11, 2022, fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": August 15, 2022.
- 3.4 "Expiration Date": August 14, 2027.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services, attached hereto and incorporated by reference as Exhibit A. For avoidance of doubt, a hard copy of the agreement referenced in the link on the Order Form. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand and One and Six Hundred and Twelve Dollars (\$151,612) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with Exhibit B, the Approved Fee Schedule. Payment shall be made annually as described in the Approved Fee Schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

- 7.1 All reports, documents or other written material ("written products" herein) developed by City in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. No such written products shall be the subject of a copyright application by Consultant; provided however, the services are not considered "written products" and Consultant is not transferring any ownership of the services provided pursuant to this Agreement to City.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by the parties and provided for performance of this Agreement are deemed confidential and shall not be disclosed without prior written consent of the other party. Notwithstanding, both parties are required to comply with the California and federal Public Records Act.

10. INDEMNIFICATION

- 10.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from intentional, reckless, gross negligent, of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement.
- 10.2 To the extent City has actually and correctly paid for damages resulting in an indemnity claim for which Consultant has assumed the defense, City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant.
- 10.3 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice. For avoidance of doubt Consultant's cloud and data providers shall not be considered "subcontractors" as the term is used herein.
- 10.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth in Exhibit C.

- 11.1 The Commercial General Liability Policy and Cyber Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.2 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.3 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine copies of such records, without charge. City shall further have the right to perform an audit of the copies of such records, to make transcripts therefrom.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Michael Klein
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:

Digital Map Products, L.P.,
5201 California Ave, Ste 200
Irvine, CA 92617
Attn: Contracts and provide a
courtesy copy to Mary Kane at
the same address
Telephone: (949) 333-5147

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. GENERAL PROVISIONS

- 17.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 17.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 17.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 17.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 17.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 17.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Digital Map Products, L.P.

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Title

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
Scope of Work & Master Services Agreement

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

DATE
5/20/2022 10:03 AM

EXPIRES ON
6/19/2022

QUOTE NUMBER
Q-17500

CONTACT INFORMATION

CLIENT LEGAL NAME

DBA

BILL TO ADDRESS
100 Civic Center Way
Calabasas, CA 91302

SHIP TO ADDRESS
100 Civic Center Way
Calabasas, CA 91302

PRIMARY CONTACT
Michael Klein

PHONE
(818) 224-1710

EMAIL
mklein@cityofcalabasas.com

BILLING CONTACT
Michael Klein

PHONE
(818) 224-1710

EMAIL
mklein@cityofcalabasas.com

LIGHTBOX SALES Mary
Kane
mkane@digmap.com

PRODUCTS, SERVICES AND PRICING

COMMERCIAL TERMS

Commencement Date: 8/15/2022

End Date: 8/14/2027

Initial Term (months): 60

Payment Type: Check

Group1

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
GovClarity Enterprise Edition - Enterprise	USD 28,473.00	1.00	Annual	USD 142,365.00
SmartParcels California LOS ANGELES	USD 1,037.60	1.00	Annual	USD 5,188.00

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
SmartParcels California VENTURA	USD 811.80	1.00	Annual	USD 4,059.00

Group1 TOTAL: USD 151,612.00

DELIVERY	
Data Delivery Format:	.SHP
Data Delivery Method:	FTPS
Physical Delivery (if applicable):	
First Delivery:	Within 30 days of this agreement being fully executed
Delivery Update Cycle:	Quarterly;Annual
Delivery Notes:	<p>If Delivery Format is Bulk Data:</p> <ol style="list-style-type: none"> 1. Default delivery format is FGDB (other formats are available). 2. Deliveries shall be posted to the Lightbox FTPS server and available for 12 months or until a new file is posted 3. The client is responsible for downloading the deliveries in a timely manner 4. Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data(all records) will be provided for each updated county. 5. First Delivery within 30 days of the agreement being fully executed. <p>If Delivery Format is SpatialStream:</p> <ol style="list-style-type: none"> 1. API authentication information within 15 days of this agreement being fully executed. 2. The API requires server to server authentication. 3. Our API is REST-based: <ul style="list-style-type: none"> • It makes use of standard HTTP verbs like GET and POST. • The API uses standard HTTP error responses to describe errors additional error information is available. 4. Rate limiting and timeouts will result in an error response. <p>The client is responsible for their own software development using the SpatialStream API.</p>

Eagle Imagery Premium 6" Pixel Resolution in-application and on-site usage license integration. Updates every 2nd year - 2023, 2025, 2027.

> Premium Imagery Annual Fee Schedule: \$3,910

> Premium Imagery Total Contract Price \$19,550

ANNUAL CONTRACT FEE SCHEDULE (INCLUDES PREMIUM IMAGERY FEES): 2022-23 \$29,287

2023-24 \$29,795

2024-25 \$30,311

2025-26 \$30,841

2026-27 \$31,378

DEFINITIONS

Annual Billing: The annual fee will be invoiced in full based on the contract execution date

Client must check this Box if Client is a tax-exempt organization. If this Box is checked, Client must submit a copy of Client's tax-exempt certificate to AR@lightboxre.com or to LightBox, Accounts Receivable, 6 Armstrong Road, 4th Floor, Shelton, CT 06484. If such a certificate is not received by LightBox by the time of the first billing, sales tax will be charged even if such Box is checked.

TERMS

This Order Form is governed by and incorporates by reference the Master Services Agreement located at <https://www.lightboxre.com/masterservicesagreement/> unless Client has a separate terms of service agreement executed by an authorized party of Provider and Client. Capitalized terms not defined herein shall retain the meaning in the Master Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Order Form to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature.

Calabasas, City of

Digital Map Products, L.P.

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Signature Date)

(Signature Date)

Supplemental Schedule A:

Calabasas, City of will be receiving the following geographies and attributes associated with this agreement.

Group1

ATTRIBUTE GROUP	ATTRIBUTE
Standard - Bulk Data	MAIL_DIRECTION
Standard - Bulk Data	MAIL_STATE
Standard - Bulk Data	FIPS_CODE

Standard - Bulk Data	SITE_STATE
Standard - Bulk Data	SITE_CITY
Standard - Bulk Data	USE_CODE_STD_DESC_LPS
Standard - Bulk Data	SITE_UNIT_NUMBER
Standard - Bulk Data	MAIL_UNIT_NUMBER
Standard - Bulk Data	SITE_MODE
Standard - Bulk Data	PARCEL_APN
Standard - Bulk Data	MAIL_PLUS_4
Standard - Bulk Data	OWNER_NAME_1
Standard - Bulk Data	_Y_COORD
Standard - Bulk Data	SITE_HOUSE_NUMBER
Standard - Bulk Data	USE_CODE_STD_CTGR_LPS
Standard - Bulk Data	MAIL_MODE
Standard - Bulk Data	LOCATION_ID_(R)
Standard - Bulk Data	MAIL_STREET_NAME
Standard - Bulk Data	SITE_ZIP
Standard - Bulk Data	_X_COORD
Standard - Bulk Data	ADDR_SCORE
Standard - Bulk Data	USE_CODE_STD_LPS
Standard - Bulk Data	MAIL_UNIT_PREFIX
Standard - Bulk Data	SITE_PLUS_4
Standard - Bulk Data	MAIL_QUADRANT
ATTRIBUTE GROUP	ATTRIBUTE
Standard - Bulk Data	OWNER_NAME_2
Standard - Bulk Data	MAIL_CITY
Standard - Bulk Data	SITE_UNIT_PREFIX
Standard - Bulk Data	SITE_STREET_NAME
Standard - Bulk Data	USE_CODE_STD_CTGR_DESC_LPS

Standard - Bulk Data	SITE_DIRECTION
Standard - Bulk Data	MAIL_ZIP
Standard - Bulk Data	SITE_QUADRANT
Standard - Bulk Data	MAIL_HOUSE_NUMBER

Group1

FIPS Code	Geography
6037	CA-LOS ANGELES
6111	CA-VENTURA

Master Services Agreement

Revision Date: March 7, 2022

This Master Services Agreement governs the use of the Services (defined below) and Professional Services (defined below) and are an agreement between the client identified on the Order Form (“Client”) and LightBox Parent, L.P. or its Affiliate as set forth on the Order Form (“Provider”). This Master Services Agreement is part of the Order Form (defined below) and is incorporated into the Order Form as if fully set forth therein. This Master Services Agreement (as may be amended from time to time), together with any Order Form(s) and Additional Service Terms (defined below), form a binding agreement (the "Agreement") between Client and Provider.

1. Definitions and Interpretation.

1.1 Definitions. The following terms used in the Agreement have the meanings provided below, and other terms are defined in the body of this Master Services Agreement:

- (a) “Additional Service Terms” means the applicable Service’s additional terms and descriptions which are available at <https://www.lightboxre.com/additionaltermsofuse/> as updated from time to time. The Additional Service Terms and are incorporated into the Agreement by reference.
- (b) “Affiliate” means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).
- (c) “Commencement Date” means the date set forth on the Order Form as the Commencement Date.
- (d) “Documentation” means any user guides, manuals, on-line help, software release notes, instructions, performance descriptions, design documents, test materials, operation guides, training materials and other materials and documentation provided by Provider in written or electronic format referring to or relating to the use of the Services.
- (e) “Hosted Services” means any hosted software as-a-service platform provided by Provider to Client under the Agreement, as specified in an Order Form.
- (f) “Input Data” means the data and other information and content provided by Client to Provider (including through the Services) for use in connection with the Services.
- (g) “Order Form” means the order form, order and pricing form, purchase form or similar document for the Services (as it may be amended from time to time). The Order Form incorporates therein by reference this Master Services Agreement and the Additional Service Terms. By executing the Order Form, Client agrees to this Master Services Agreement and the Additional Service Terms.
- (h) “Professional Services” means implementation services provided by Provider in connection with the Services as described more fully in a Statement of Work. Professional Services shall not include the Services.
- (i) “Provider Data” means certain data or information owned by Provider or any of its Affiliates or licensed to Provider or any of its Affiliates and to be provided as a Service or provided through any Services to Client. Provider Data includes information portrayed or rendered in any manner, including without limitation maps, data, analysis, and images of any kind.

- (j) “Services” means the Software, Hosted Services, Provider Data, and Documentation, together with any upgrades, modified versions, bug fixes or updates thereto as provided by Provider.
- (k) “Software” means any software distributed by Provider to Client under the Agreement for use in connection with a Service, including any APIs, pixels, and applications (but excluding any hosted software used to provide the Hosted Services).
- (l) “Statement of Work” means a document that describes certain Professional Services purchased by Client. Each Statement of Work shall incorporate this Master Services Agreement by reference.
- (m) “User” shall mean all persons who are authorized by Client to access and use the Services under Client’s account and on its behalf.

2. Term and Termination.

- 2.1 Term. The term of the Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Order Form (the “Initial Term”), and will automatically renew thereafter for successive one year periods, unless a different period is set out on the Order Form (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless Client or Provider gives the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Any notice not delivered within such thirty (30) day period shall be null and void.
- 2.2 Termination for Non-Payment. Provider may terminate the Agreement immediately on written notice if Client fails to make any payment due under the Agreement within ten (10) days of the due date.
- 2.3 Termination for Cause. Provider or Client may terminate the Agreement with immediate effect by written notice to the other party if the other party:
 - (a) commits a material breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party’s intent to terminate the Agreement unless the breach is remedied; or
 - (b) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.
- 2.4 Payment Obligations. If Provider terminates the Agreement pursuant to Section 2.2 or 2.3, all Fees (defined below) due by Client as of the effective date of termination shall be immediately due and payable.
- 2.5 Effect of Termination. Upon termination or expiration of the Agreement:
 - (a) All access and use rights of Client in and to the Services (including, for clarification Provider Data) under the Agreement shall immediately terminate.
 - (b) Client and all Users shall immediately cease using the Services (including, for clarification, Provider Data) and shall have no further right to access or use the Services.
 - (c) Client must return, delete, or destroy all copies of any Provider Data or other data and information contained in or retrieved from the Services in the possession or control of Client or any of its Users; provided that Client shall not be obligated to delete or destroy (i) any information contained in any reports written by Client for any of its customers, or (ii) any information required for statutory or regulatory purposes (provided further that any information described in clauses (i) and (ii) shall remain subject to the provisions of the Agreement which survive termination). Client must certify in writing to Provider as to the return, deletion or destruction of such items. Such certification shall be signed by an authorized officer of Client and shall be provided to Provider within ten (10) days of the termination or expiration of the Agreement.

- (d) Client shall permanently erase all of Provider's Confidential Information (defined below) from its computer systems and certify such erasure and in writing signed by an authorized representative of Client. Such certification shall be delivered to Provider within ten (10) days of the termination or expiration of the Agreement.
- (e) Provider shall have no obligation to preserve or maintain any Input Data or to deliver any Input Data to Client or any User.

2.6 Sections Surviving Termination. The provisions of Sections 1, 2.5, 2.6, 4.5, 4.6, 4.7, 4.8, 5 – 7, 10 – 15, 17 – 23 of this Master Services Agreement and obligations to pay Fees under the Agreement shall survive any termination or expiration of the Agreement.

3. Fees; Payment.

3.1 Fees. The fees for the Services and fees for Professional Services (“Fees”) are calculated and set forth in the Order Form and the Statement of Work (but are subject to adjustment pursuant to the terms of the Agreement, including without limitation Sections 3.4 and 3.5). Fees shall be due and payable in accordance with the billing schedule set forth on the Order Form or Statement of Work (and if no billing schedule is provided, Client will pay Fees as invoiced by Provider). Unless otherwise set forth on the Order Form or in a Statement of Work, all Fees and other payments pursuant to the Agreement (i) are due upon invoice; (ii) shall be paid via ACH to the bank account set forth on the invoice; and (iii) shall be in U.S. Dollars. All Fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. All Fees are non-refundable except as set forth in Section 8.2.

3.2 Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, goods and services, use or withholding taxes (collectively, “Taxes”). Client is solely responsible for paying all Taxes which may be levied as a result of the Agreement and the transactions contemplated hereby (excluding taxes based on Provider's net income or property) unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Late Payments; Charges. If any Fees or other amounts payable by Client under the Agreement are not paid when due, Provider reserves the right (i) to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid, and/or (ii) to suspend Client's access to the Services. Client shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts, including without limitation collection agency fees and reasonable attorneys' fees.

3.4 Increases During Initial Term or Renewal Term. Provider may increase or adjust the Fees for any Service or Professional Service for any period during the Initial Term or any Renewal Term, or the basis for calculating such Fees, by providing Client at least sixty (60) days prior written notice of effective date of the increase or adjustment (the “Adjustment Notice”), but not more than once in any twelve (12) month consecutive period (the “Annual Adjustment”). Notwithstanding Section 22 below, the Adjustment Notice may be provided by email to Client. If solely as a result of the Annual Adjustment, Provider increases the Fees for a Service or Professional Service by more than the greater of (i) 5% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor), Client may terminate the affected Service or Professional Service by providing Provider with written notice of such termination no later than fifteen (15) days after the date of the Adjustment Notice. Any notice not delivered within such fifteen (15) day period shall be null and void. Termination of such Service or Professional Service shall be effective as of the date when the increase or adjustment takes place.

3.5 Increases Following Initial Term or Renewal Term. Provider may increase or adjust the Fees for any Service or Professional Service, or the basis for calculating such Fees, after the Initial Term or any Renewal Term provided that Provider has given Client notice of such increase or adjustment at least sixty (60) days prior to the end of the Initial Term or Renewal Term; provided further that in the event Provider does not provide any such written notice, Provider reserves the right to increase the Fees after the Initial Term or after any Renewal Term by the greater of (i) 5% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not

seasonally adjusted, 1982– 1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor). Notwithstanding Section 22 below, such notice may be provided by email to Client.

4. Use.

- 4.1 Use. Subject to the terms and condition of the Agreement, Provider grants to Client during the Term a nonexclusive, non-transferable, non-sublicensable, right to access and use the Services as set forth in the Order Form, solely for the permitted use set forth on the Order Form, and if no permitted use is set forth on the Order Form, then solely for the internal business purposes of Client, in each case subject to the limitations herein and in the Additional Service Terms.
- 4.2 Restrictions. Without limiting Section 4.1, Client will not, and will not permit any third-party, including any User, to:
- (i) use the Services except as expressly permitted in the Agreement;
 - (ii) distribute, lease, sublicense, or otherwise disclose or give anyone else access to the Services;
 - (iii) access or use the Services if Client is a direct or indirect competitor of Provider or any of its Affiliates, or provides any portion of the Services to any direct or indirect competitor of Provider or any of its Affiliates;
 - (iv) use the Services in a manner that violates applicable law or any third party's privacy rights or intellectual property rights;
 - (v) use the Services for benchmarking purposes or to create a similar or competitive product or service to the Services (or any portion thereof) or to gather any information for a competitor or potential competitor of Provider or any of its Affiliates;
 - (vi) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever (unless this restriction is not permitted under applicable law);
 - (vii) use any robot, spider, site search/retrieval application, web crawlers, or other manual or automatic device or process to retrieve, index, "data mine," "screen scrape" or in any way reproduce or circumvent the integration system, encryption methods, copy protections, navigational structure or presentation of the Services or the data contained therein;
 - (viii) use, reproduce, transfer to, or combine in any way, the Services or any other data, material or any other information contained in, or provided in or through the Services, with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date;
 - (ix) create derivative works (including without limitation models or algorithms) from the Services (including any of the Provider Data and other data and information contained in or retrieved from the Services);
 - (x) for knowledge transfer to enhance Client's intellectual property;
 - (xi) use the Services in any way that threatens the integrity, performance, or availability of the Services;
 - (xii) attempt to gain unauthorized access to the Services or its related systems or networks;
 - (xiii) permit direct or indirect access to or use of the Services in a way that circumvents contractual obligations or usage limits, or use the Services to access or use any Provider intellectual property except as permitted under the Agreement;
or
 - (xiv) use or combine any Services (including any Provider Data) with any other material or otherwise that may subject the Services (or any Provider Data) to any open source software, open content, open database, licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Services or Provider Data (or

any part thereof); (b) grant any licenses to any derivative works of any Services or Provider Data (or any part thereof); (c) cause redistribution of the Services or Provider Data (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Services or Provider Data (or any part thereof).

- 4.3 Evaluation. If an Order Form indicates that Services is to be used by Client for evaluation purposes, Client shall be granted a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services solely for Client's own non-production, internal evaluation purposes (an "Evaluation Use"). Each Evaluation Use shall be granted for an evaluation period of up to thirty (30) days from the date of delivery, plus any extensions granted by Provider in writing (the "Evaluation Period"). There is no fee for the Evaluation Use during the Evaluation Period. Notwithstanding anything otherwise set forth in the Agreement, Client understands and agrees that the Services for any Evaluation Use is provided "AS IS" and that Provider does not provide warranties for or in connection with any Evaluation Use.
- 4.4 Professional Services. Client and Provider may enter into Statements of Work that describe the specific Professional Services to be performed by Provider. Unless otherwise expressly set forth on the applicable Statement of Work, all right, title, and interest in and to all deliverables and content created or delivered under such Statement of Work are the property of Provider, its third party suppliers or its Affiliates and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. If applicable, while on Client premises for Professional Services, Provider personnel shall comply with reasonable Client rules and regulations regarding safety, security, and conduct made known to Provider. Provider warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Client's sole and exclusive remedy and Provider's entire liability for any breach of the foregoing warranty, Provider will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Client the fees paid for the non-conforming Professional Services.
- 4.5 Input Data. By submitting Input Data into the Services, Client represents and warrants that it exclusively owns such Input Data or has all rights necessary to grant all rights and licenses to the Input Data required for Provider and its Affiliates, subcontractors and service providers to access and use the Input Data in connection with the Services or otherwise permitted pursuant to the terms of the Agreement. Client represents and warrants that it will not transmit or expose to Provider any (i) protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) or (ii) cardholder data (as regulated by the Payment Card Industry Security Standards Council) as a part of using the Services. Client acknowledges and agrees that it shall be responsible in the event that any damage or loss of any kind results from Client's provision of Input Data. Without limiting the foregoing, Client shall defend, indemnify, and hold harmless Provider and its Affiliates and their respective partners, members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees), arising from or relating to Client's provision of the Input Data, including any claim that the Input Data or Provider's use thereof in accordance with the terms of the Agreement infringes, violates or misappropriates a third party's contractual rights, intellectual property rights or trade secret or violates any contract or obligation to which Client is bound.
- 4.6 Use of Input Data. Provider will use the Input Data to perform its obligations under the Agreement; provided that Client grants Provider and its Affiliates a perpetual, non-exclusive, royalty-free, license to use the Input Data in anonymized form (i) for Provider's and its Affiliates' internal business purposes (including without limitation consistent with business operations and product development); and (ii) to create, publish, sell, license, market, distribute and use derivative products ("Derivatives"). Any Input Data which has been anonymized by Provider or any of its Affiliates such that it is not identifiable shall not, after such anonymization, be considered Input Data or Client's Confidential Information, and Client shall have no further rights therein. Client will not claim any ownership interest in, or right to use any Derivative, nor will it contest Provider's or any of Provider's Affiliates' ownership interest in any Derivative. Client further agrees that (i) Provider or the applicable Provider Affiliate will maintain exclusive ownership and rights in each Derivative, and (ii) the Agreement will not be construed to vest in Client any rights with respect to any Derivative.
- 4.7 Feedback. In the event Client or any of its Users submit comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve the Services or any other products or services of Provider or any of its Affiliates ("Feedback"), Provider and its Affiliates may use the Feedback without obligation to Client or any User, and Client and each User hereby irrevocably assigns to Provider and its Affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

- 4.8 No Other Rights. As between Client and Provider, Provider shall own all right, title and interest (including all intellectual property rights and other proprietary rights embodied therein) in and to the Services and no part thereof shall be considered a “work made for hire” or a work made in the course of employment. The underlying structure, organization, and code of the Services (including the Provider Data) and of the products and services provided by Provider are the valuable trade secrets and Confidential Information of Provider, its third party suppliers and/or its Affiliates. Provider will own all rights in any copy, translation, modification, adaptation, or derivation of the Services. Client will obtain, at Provider’s request, the execution of any instrument that may be appropriate to assign these rights to Provider or perfect these rights in Provider’s name. Except for the rights expressly granted under the Agreement, Provider and its third party suppliers and its Affiliates retain all right, title, and interest in and to the Services, including without limitation all related intellectual property rights inherent therein. No rights are granted to Client other than as expressly set forth in the Agreement.
- 4.9 Modifications. Client agrees that Client’s use of the Services is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Provider regarding future functionality or content. Client agrees that Provider may make changes to the Services over time for any reason, without limitation, and that Provider may not continue to provide or support older versions of the Services. Without limiting the foregoing, in order to, to comply with applicable laws, to respond to requests or demands of a government or regulatory entity or concerning third party privacy or intellectual property rights or to mitigate an emergency or threat to Provider’s operations, Provider may change, discontinue, limit or remove functionality of certain Services at any time; provided that in such event, Provider will reasonably cooperate with Client to mitigate any material disruption to the Services. The sources from which Provider collects Provider Data and the information available from such sources may change from time to time. As a result, items of Provider Data may change from time to time. In the event the Provider Data includes third party data and Provider’s agreement with such third party for such third party data is terminated, the Provider Data shall cease to include such third party data, and Provider shall not be deemed to be in breach of the Agreement, provided that Provider shall use commercially reasonable efforts to replace such terminated third party data with equally suitable, functionally equivalent, data.
- 4.10 Equipment. Client may access the Services utilizing any browser that meets the compatibility requirements established by Provider from time to time. Client shall, at its own expense, obtain, install, configure, and maintain any and all equipment necessary to access and use the Services. Client shall bear all risk and responsibility for ensuring the ongoing compatibility of access equipment with the Services.
- 4.11 Passwords. Any user name and password issued to a User for access to the Services is personal to the User and such User is obligated to keep the user name and password confidential and may not share the user name or password with any third party. Client shall immediately notify Provider if any third party gains or has the potential to gain access to any of Client’s passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a User, other employee or a third party. Client shall advise each User of Client’s obligations in the Agreement and, for purposes of the Agreement, all acts or omissions of Users shall be deemed to be acts or omissions of Client. Client shall be responsible for all activities of its Users relating to the Services, including without limitation any violation of the Agreement by its Users. Client shall safeguard and protect all profiles and passwords from disclosure or unauthorized use.
- 4.12 Application Programming Interface. Application Programming Interface (“API”) shall be defined as the Provider’s application program interface which may include object code, software, libraries, software tools, sample source code, published specifications, documentation manuals, materials, and information appropriate or necessary for use in connection with the API. To the extent any API is used in connection with any Services, Provider grants to Client a non-sublicensable, non-transferable, non-exclusive, terminable, limited right to use the API solely to receive Provider Data from the Services and deliver Input Data to the Services. Without limiting anything herein, Client will not (i) make the API available for, or use the API for any purpose, industry, or beneficiary other than the as described in this Section 4.12, (ii) sell, resell, license, sublicense, distribute, rent, or lease any portion of the API, (iii) use the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the API or any server, network, computer, database, or other resource or element connected to or providing the API, (v) copy, process, extract, store, conduct load testing on, or place undue load on any part of the Services without Provider’s express written permission, (vi) access the API in order to build or enhance a competitive product or service, (vii) introduce into products or services of Provider or any of its Affiliates any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, or (viii) use the API to conduct, or have conducted by a

thirty party, security penetration testing without the prior written consent of Provider. No license is granted by Provider to any API directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of Provider. Client agrees not to assert any patent rights related to the API or applications developed using the API against Provider, Provider's distributors, Provider's customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

- 4.13 **Data Security.** Provider has established and implemented an industry standard information security program regarding the protection of Input Data, including administrative, technical and physical security processes. Those safeguards will include, but will not be limited to measures designed to prevent unauthorized access to or disclosure of Input Data (other than by Client or its Users). Notwithstanding the foregoing, Client is responsible for maintaining appropriate security, protection, and backup of its hardware, software, systems, information, and Input Data. As Provider has no access to Client's systems, Provider is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any hardware, software, systems, information, or Input Data on such systems.
- 4.14 **Third Party Services.** The Services may enable Client to procure services, reports or products not provided by Provider or any of its Affiliates ("**Third Party Services**"). Such Third Party Services are provided directly to Client by third party service providers ("**Third Party Providers**"), are not part of the Services, and are subject to change by such Third Party Providers. The Services may also contain certain links to websites of Third Party Providers as well as functionality to transmit information or data to the Third Party Providers. Any exchange of data or other interaction between Client and a Third Party Provider, and any purchase by Client of any product or service offered by a Third Party Provider (including any terms and conditions), is solely between Client and such Third Party Provider. Client shall pay all fees for the Third Party Services directly to the Third Party Provider. Provider provides access and links to the Third Party Provider, and transmits information and data to Third Party Provider, solely as a convenience to Client and not as an endorsement by Provider or any of its Affiliates. Client's use of such Third Party Services is solely at its own risk. Provider and its Affiliates are not responsible for and make no representations or warranties with respect to any Third Party Services, the actions of any Third Party Provider, or the handling of Client's information or data.
- 4.15 **Terms Required by Third Party Suppliers.** Certain third party suppliers require Provider to flow down additional terms and attribution requirements to Client. These third party supplier terms are subject to change at such third party's discretion and new third party providers are added from time to time. Such additional terms and attribution requirements are available at <https://www.lightboxre.com/thirdpartyterms/>. Client's use of the Services constitute Client's agreement to be bound by these additional terms which are incorporated herein by reference.

5. **Confidentiality.** Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same way it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). For purposes of the Agreement, "**Confidential Information**" means information that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. The Agreement shall be considered Confidential Information of Provider. Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of the receiving party prior to the Commencement Date; or (iii) was or is provided to the receiving party by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Client acknowledges and agrees that the Services constitute Confidential Information of Provider. Client further acknowledges and agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Services, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Services, and (ii) render Provider's remedy at law for such unauthorized use, disclosure, or transfer inadequate. If Client or any User breaches any of Client's obligations with respect to the use or confidentiality of the Services, or any copies of portions thereof, Provider shall be entitled to equitable relief to protect its interests therein, including without limitation, preliminary and permanent injunctive relief.

6. **Limitation of Liability.** IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, THE

SERVICES, PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, EVEN IF PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

7. **Disclaimer of Warranties.** THE SERVICES (INCLUDING THE PROVIDER DATA AND THE DOCUMENTATION) ARE PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND PROVIDER AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES AND THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES OR THE MEDIUM ON WHICH THEY ARE PROVIDED TO CLIENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER PROVIDER NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE SERVICES, THE PROFESSIONAL SERVICES OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES ARE COMPLETE OR FREE FROM ERROR. PROVIDER, ITS SUBSIDIARIES, AFFILIATES AND ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM AND DO NOT ASSUME ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE. PROVIDER DOES NOT GIVE ANY WARRANTY THAT ACCESS TO AND OPERATION OF THE SERVICES WILL BE ERROR-FREE OR WITHOUT INTERRUPTION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO THEIR ENGAGEMENT HEREUNDER, AND THAT CLIENT'S USE OF AND PROVIDER'S PROVISION OF, THE SERVICES OR THE PROFESSIONAL SERVICES MAY NOT RESULT IN ANY SPECIFIED RESULT. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES, IS INTENDED TO BE INFORMATIVE, AND SHOULD NOT BE CONSTRUED AS ADVICE OR RECOMMENDATIONS. ACCORDINGLY, PROVIDER (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) HEREBY DISCLAIMS, AND CLIENT HEREBY EXPRESSLY RELIEVES PROVIDER FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CLIENT BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE SERVICES. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES IS A FIDUCIARY, DEALER, BROKER, OR INVESTMENT ADVISOR THE SERVICES MAY INCLUDE OR EMPLOY MODELS, AND CLIENT AGREES THAT THE MODELS ARE BASED UPON CERTAIN ASSUMPTIONS AND METHODOLOGIES (WHICH ASSUMPTIONS AND METHODOLOGIES MAY BE CHANGED BY PROVIDER FROM TIME TO TIME WITHOUT ANY NOTICE), AND THAT THERE MAY BE ERRORS OR DEFECTS IN SUCH ASSUMPTIONS OR METHODOLOGIES THAT MAY CAUSE SUCH MODELS OR ANY OUTPUT THEREFROM TO BE INAPPROPRIATE FOR USE. CLIENT HOLDS PROVIDER COMPLETELY HARMLESS FOR ANY SUCH ERRORS OR DEFECTS. ANY ANALYSES, OPINIONS, ESTIMATES, RATINGS OR RISK CODES PROVIDED BY PROVIDER OR THROUGH THE SERVICES ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT INTENDED TO PROVIDE, NOR SHOULD THEY BE INTERPRETED AS PROVIDING, ANY FACTS REGARDING, OR PREDICTION OR FORECAST OF, ANY PARTICULAR EVENT OR RISK.

No employee, agent, or other representative of Provider or any of its subsidiaries or Affiliates has any authority to bind Provider with respect to any statement, representation, warranty, or other expression not specifically set forth in the Agreement.

8. **Indemnification.**

8.1 **Provider Indemnification.** Subject to the terms of the Agreement, and provided that Client is not in unremedied default under the Agreement, Provider will defend and indemnify Client against any claim by a third party that Client's use of the Services in accordance with the Agreement constitutes infringement of that party's U.S. patent, copyright or other intellectual property right issued and existing as of the Commencement Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Provider pre-approves in writing, including reasonable attorneys' fees, provided that Client promptly notifies Provider in writing of any such claim, gives Provider reasonable cooperation, information, and assistance in connection with such claim, and consents to Provider's sole control and authority with respect to the defense, settlement or compromise of the claim. Provider will not be obligated under this section to the extent the infringement results from: (i) a combination of the Services with devices or products not provided by Provider; (ii) use of the Services in applications, business environments or processes for which they were not designed or contemplated; (iii) modifications that Client makes to the Services; or (iv) use of the Services not in accordance with the Agreement and Client shall indemnify and hold harmless Provider and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i) through (iv) (inclusive) above. This Section 8 states Provider's sole obligations, and Client's sole remedies, in connection with intellectual property infringement claims.

8.2 **Election of Remedy.** If Provider reasonably believes the Services is or may be subject to an infringement claim, or if a court of competent jurisdiction enjoins Client's use of the Services as a result of an infringement claim, Provider may, at its expense and discretion: (i) procure for Client the right to continue using the Services; (ii) modify the Services to make it non-infringing; or (iii) replace the Services with a non-infringing functional equivalent. If none of these options is reasonably available, Provider may terminate Client's access and use of the allegedly infringing Services and refund to Client the fees paid for the Services, adjusted from the effective date of such termination for that portion of the fees attributable to the remaining portion of the Term.

9. **U.S. Government Restricted Rights.** If Client is the U.S. Government or an agency thereof, Client (i) with respect to civilian agencies, shall grant protection for the Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 12.212 of the Federal Acquisition Regulations; and (ii) for use by or on behalf of the Department of Defense, shall grant protection for any Services as "commercial computer software" and related documentation in accordance with the terms of 48 C.F.R. 227.7202-1 of the DoD FAR Supplement. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

10. **Export Law Assurances.** Client understands that the Services are or may be subject to export control laws and regulations. CLIENT MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE SERVICES OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE SERVICES OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CLIENT HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CLIENT IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

11. **Information; Audit and Certification.** Client shall keep complete and accurate records and accounts pertaining to its compliance with its obligations under the Agreement. Upon Provider's written request, Client shall provide Provider (i) reasonable information relating to the usage and distribution of the Services (including any Provider Data) and (ii) a written certification of a duly authorized officer of Client that Client is in compliance with the material terms of the Agreement (including without limitation any terms relating to limitations on the usage and distribution of the Service (including any Provider Data)). Additionally, Provider (and Provider's representatives and third-party suppliers of data included in the Provider Data), on reasonable prior notice, during the Term and for the one (1) year period following the termination or expiration of the Agreement may periodically examine, inspect and audit Client's systems and records with respect to matters covered by the Agreement including without limitation, in order to verify Client's compliance with Sections 2.5, 3, 4.1 and 4.2.

12. **Provision of Services / Assignment.** To the extent that the Services or any portion thereof to be provided under the Agreement are owned by or licensed to, any Affiliate of Provider, Provider will cause such Affiliate to provide such Services or portion thereof to Client. Additionally, Provider may cause certain of its Affiliates to perform all or some of the services to be performed under the Agreement (including without limitation the Professional Services). Notwithstanding the foregoing, Provider shall be solely responsible the Services or such other services (including without limitation the Professional Services), and Client's sole recourse with respect to the Services or such other services (including without limitation the Professional Services) shall be against Provider, subject to, and in accordance with the terms, provisions and limitations set forth herein. Client shall not be permitted to assign or delegate any rights or obligations under the Agreement. Any transfer of a majority of the stock, membership interests, partnership interests or other evidence of ownership of Client shall be deemed to be an assignment of the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to Client. In addition, Provider may assign the Agreement to any third party in the event of merger, reorganization, sale of all or substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.
13. **Governing Law; Jurisdiction.** **This paragraph shall apply if Provider is any party other than DMTI Spatial ULC.** The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Client agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the State of Delaware. Client submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.
- This paragraph shall apply only in the event that the Provider is DMTI Spatial ULC.** The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to principles of conflict of law that would impose a law of another jurisdiction. Client irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario, and where applicable, including the Federal Court of Canada, and all courts competent to hear appeals therefrom, and Client explicitly waives any jurisdictional or venue defenses. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.
14. **Headings Not Controlling.** Headings used in this Master Services Agreement are for convenience only and shall not be considered in construing or interpreting this Master Services Agreement.
15. **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement to the extent necessary to comply with law.
16. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
17. **Independent Contractor.** The relationship between Client and Provider is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.
18. **Entire Agreement.** The Agreement constitutes the sole and entire agreement between Client and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded. No purchase order or similar document issued by Client shall be binding on Provider.

19. **Amendments; Waiver.** The Agreement may not be altered, amended or modified except by a written amendment signed by Provider and Client. No waiver of any condition, term or provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.
20. **Publicity.** Neither party may use the other party's name, logo or marks without such other party's written preapproval; provided that Provider and its Affiliates may: (i) after the Commencement Date, issue one (1) or more press releases or similar materials announcing that Client is a customer and user of the Services; (ii) use Client's name, logo and/or marks on Provider's or its Affiliates' customer lists, websites, and other marketing materials subject to any standard trademark usage guidelines that Client expressly provides to Provider; and (iii) develop use cases based on Client's use of the Services with respect to which Client will provide all reasonable cooperation requested by Provider.
21. **Advice of Legal Counsel.** Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of the Agreement. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.
22. **Notices.** All notices, requests, demands, claims and other communications under the Agreement shall be in writing. Any notice, request, demand, claim or other communication under the Agreement shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows:
- (i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts (ii) if to Client, to the address set forth on the Order Form.

A party may change the address to which notices, requests, demands, claims and other communications under the Agreement are to be delivered by giving the other party notice in the manner set forth herein.

23. **Order of Precedence.** If there is a conflict or inconsistency between the terms of this Agreement, the Master Services Agreement, the Additional Services Terms and the Order Form or Statement of Work, the order of precedence shall be as follows: (a) the Agreement and then (b) this Master Services Agreement and then (c) the Additional Services Terms, and then (d) the Order Form or Statement of Work. Notwithstanding the foregoing, a term of the Order Form or Statement of Work may control and take precedence over this Master Services Agreement and the Additional Services Terms if a term of the Order Form or Statement of Work specifically provides that it will control and take precedence, and recites the specific Section of this Master Services Agreement or Additional Services Terms being modified or superseded, in which case such term shall control and take precedence with respect to such Order Form or Statement of Work only.

[END OF MASTER SERVICES AGREEMENT]

EXHIBIT B
Approved Fee Schedule

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Configuration Costs						
Review of Existing Services	\$0	\$0	\$0	\$0	\$0	
Data merge and implementation	\$0	\$0	\$0	\$0	\$0	
Subtotal for configuration:	\$0	\$0	\$0	\$0	\$0	
Annual Services						
GovClarity Enterprise Edition (Agency Wide)	\$23,600	\$24,072	\$24,553	\$25,045	\$25,545	\$122,815
Hazards/Environmental Premium Data	\$0	\$0	\$0	\$0	\$0	\$0
Eagle Imagery Premium Data 6" Pixel Resolution In-application and on-site usage license integration. Update every 2 nd year – 2023, 2025, 2027	\$3,910	\$3,910	\$3,910	\$3,910	\$3,910	\$19,550
SmartParcels Parcels/Property Data Los Angeles County	\$997	\$1,017	\$1,037	\$1,058	\$1,079	\$5,188
SmartParcels Parcels/Property Data Ventura County	\$780	\$796	\$811	\$828	\$844	\$4,059
Total Annual Fees	\$29,287	\$29,795	\$30,311	\$30,841	\$31,378	\$151,612

EXHIBIT C
Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: PHONE: 1-877-945-7378 FAX: 1-888-467-2378 (A/C, No, Ext): E-MAIL: certificates@willis.com ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C:</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td>Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER E:</td> <td>Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td>Crum & Forster Specialty Insurance Company</td> <td>44520</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Trumbull Insurance Company	27120	INSURER C:	Hartford Casualty Insurance Company	29424	INSURER D:	Hartford Accident and Indemnity Company	22357	INSURER E:	Indian Harbor Insurance Company	36940	INSURER F:	Crum & Forster Specialty Insurance Company
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INSURED LightBox Holdings, L.P. 6 Armstrong Road Shelton, CT 064844722																						

COVERAGES

CERTIFICATE NUMBER: W24463589

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			10 UUN HF7379	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY			10 UEN DL0263	04/05/2022	04/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			10 XHU HF6110	04/05/2022	04/05/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10 WE AB2QX4	04/05/2022	04/05/2023	<input checked="" type="checkbox"/> PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional E&O			MTP9039876 02	12/05/2021	10/29/2022	Each Claim/Aggregate \$5,000,000
	Cyber Liability						Each Incident/Agg \$5,000,000
	Retention						Each Claim \$250,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL NAMED INSURED: LightBox Holdings, L.P., LightBox Intermediate Holdings, L.P., LightBox Intermediate, L.P., LightBox Parent, L.P., LightBox Employer, L.L.C., Digital Map Products, L.P., DMTI Holdings, L.P., EB Holdco LLC, ExactBid, LLC, Narrativel Holdings, LLC, The Sanborn Library, LLC, Environmental Data Resources, LLC, FirstSearch Technology, LLC, Microdot, LLC, realcapitalmarkets.com, LLC, Clientlook, LLC, DataFoxtrot, LLC

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 22425656

BATCH: 2474336





ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED LightBox Holdings, L.P. 6 Armstrong Road Shelton, CT 064844722	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Crum & Forster Specialty Insurance Company **NAIC#:** 44520
POLICY NUMBER: CYB-103412 **EFF DATE:** 12/05/2021 **EXP DATE:** 10/29/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Cyber Liability	Each Claim/Aggregate	\$5,000,000
Excess Professional Liability	Each Claim/Aggregate	\$5,000,000

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and logo are registered marks of ACORD

SR ID: 22425656

BATCH: 2474336

CERT: W24463589