

PRISM User Agreement

This User Agreement (the “Agreement”) governs all of your use of our internet-delivered PRISM product (“PRISM”), whether you access it from our Web site at www.adsenv.com (the “Site”), from our mobile applications and mobile Web sites, or from any other application or access point we make available to you. THIS AGREEMENT GOVERNS ALL USE YOU MAKE OF PRISM, INCLUDING YOUR FREE OR PAID USE (IF ANY).

1. **Acceptance of Agreement.** This Agreement is a legal contract between ADS LLC (“we,” “us,” or “ADS”) and you. BY CREATING A PASSWORD AND ACCESSING PRISM, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR YOUR COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT ACCEPT IT. If you are accepting this Agreement on behalf of your company, then the terms “you” and “your” refer to your company whenever used below.
2. **No Competitive Use.** You may not register for or use PRISM to monitor or test its performance or for other benchmarking or competitive purposes.
3. **Modifications to Agreement.** We reserve the right to modify this Agreement by posting an updated version on our Site. If you have a paid subscription to PRISM, any such modifications become effective on the date your subscription renews for a subsequent subscription period (whether monthly or annual). Otherwise, any updated version will become effective 15 days after posted. If you do not agree to any modified terms, you may terminate the Agreement in the manner described in Section 10 below. Your continued use of PRISM after notice will constitute your acceptance of the modified Agreement.
4. **Use of PRISM; Restrictions.**
 - 4.1 **Permitted Use.** Among other features, PRISM allows users to collect, view and export their flow data, receive and acknowledge various alarms from the flow monitoring network, and generate, view and export wastewater collection system performance reports from the flow monitoring network. Subject to the terms and conditions of this Agreement and the usage limitations established by PRISM, we hereby grant you a worldwide, non-exclusive, non-transferable right to access and use PRISM during the term of this Agreement to access, view, graph and export your data in accordance with your applicable scope of work.
 - 4.2 **Your Users.** If you maintain a “Team” or other multi-user subscription plan, PRISM will allow you to create logins for your Sys Admins and Creators (“Your Users”), subject to

any limits on the number of users for your subscription tier described on the Site. Each login (i.e., email address and password) may be used only by a single individual. You are responsible for all use and misuse of PRISM that occurs under your and Your Users' login credentials, and you agree to notify ADS of any unauthorized access or use of which you become aware. "Sys Admin" means one of Your Users with the ability to (1) designate other of Your Users as Creators or additional Sys Admins, (2) establish certain limits on how PRISM covered by your subscription plan can be shared, and (3) re-assign Your Users.

4.3 Prohibited Use. You will not (and will ensure that Your Users do not): (a) "frame," distribute, resell, or permit access to PRISM by any third party other than for its intended purposes; (b) permit more than one of Your Users to access PRISM using shared login credentials (i.e., a shared email address and password); (c) use PRISM other than in compliance with applicable federal, state, and local laws; (d) interfere with PRISM or disrupt any other user's access to PRISM; (e) reverse engineer, attempt to gain unauthorized access to PRISM, or attempt to discover the underlying source code or structure of PRISM; (f) submit to PRISM any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to PRISM.

5. Your Content.

5.1 Your Content; Representation. As between you and us, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that ADS on your behalf or you and/or Your Users upload or submit to PRISM (collectively, "Your Content"). You represent and warrant that you have all rights, permissions and consents necessary (a) to submit Your Content to PRISM, (b) to grant PRISM the limited rights to use Your Content set forth in this Agreement, and (c) for any transfer of Your Content from one Creator to another.

5.2 Content Submitted by Collaborators and Your Users. If you are a Collaborator, you acknowledge that any content you submit to PRISM may be retained indefinitely, distributed, displayed, published, modified, and used for any purpose by that Sheet's Creator, notwithstanding any other provision of this Agreement.

5.3 License. PRISM is designed to facilitate the sharing of flow monitoring data in a user-friendly format. In support of that core function, and subject to the settings selected by Your Users for PRISM where Your Content is stored, you hereby grant ADS a limited license to use Your Content to provide PRISM and its features to you during the term of this Agreement.

5.4 Confidentiality of Your Content. Except as described in this Section 5 or with your separate permission, ADS will not disclose or distribute Your Content to any third party. Notwithstanding any separate nondisclosure agreement that may have been executed between you and ADS, ADS may: (a) distribute and disclose Your Content to other users of PRISM as described in Section 5.3, (b) allow Your Content to be stored and processed by ADS' service providers (e.g., hosting and storage providers) who act on ADS' behalf in providing PRISM, as long as such service providers are not authorized to have unencrypted access to Your Content and are bound to protect Your Content by reasonable contractual confidentiality obligations, and (c) disclose Your Content to the extent required by law.

6. Third Party Applications.

6.1 ADS APIs. ADS may make certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other software available to you as part of PRISM (collectively, "APIs"). ADS grants you a non-exclusive, non-transferable license, only while this Agreement remains in effect, to use any such ADS APIs solely to access and use PRISM for your internal use. You agree not to distribute, disclose or make available the ADS APIs to any third party or to distribute, disclose or make available any software application or Web site that incorporates or calls the ADS APIs.

6.2 Third Party Applications. We may make available to you certain third-party software applications ("Third Party Applications") for use in connection with PRISM. These Third-Party Applications are not part of PRISM, and this Agreement does not apply to such Third Party Applications, even if you elect to integrate Third Party Applications with PRISM. Each Third Party Application is made available exclusively in accordance with the terms and conditions of the end user license agreement accompanying it. We have no liability whatsoever with respect to Third Party Applications.

7. Subscriptions. If you maintain a paid subscription to PRISM, your subscription period is established when you purchase your subscription. Your access to PRISM will be terminated at the end of your paid subscription unless renewed through the appropriate ADS' sales channel.

8. Cellular Service. If your PRISM subscription includes a SIM card for wireless connectivity, you will be billed as a separate line item on your monthly invoice and the SIM card will remain active as long as your subscription is active. Upon termination of your PRISM subscription, the SIM card subscription will also be terminated. All SIM cards are provided by a third party and are only to be used with ADS hardware. Any other use is a violation of this Agreement and cause for immediate termination.

9. Service Fees. You agree to pay the fees in effect for your subscription at the time you purchase or renew it, along with any fees for additional services you agree to pay while using PRISM (collectively, "Service Fees").

10. Term and Termination; Subscription Renewals and Cancellations.

10.1 Term. This Agreement begins when you first create a login for PRISM and accept this Agreement. It remains in effect indefinitely unless terminated as provided in this Section 10.

10.2 Termination by Us for Cause. We may terminate this Agreement and your access to PRISM immediately, without any obligation to notify you or refund any Service Fees, if you are in breach of this Agreement, you misappropriate or infringe any of our intellectual property or proprietary rights, or you fail to make any payment when due.

10.3 Effect of Termination. Upon expiration or termination of this Agreement: (a) all rights and obligations of the parties will cease, except that the following sections will survive: 2, 3, 4.3, 5, 11 through 20; and (b) notwithstanding any provision of any surviving section, you will have no further right to use PRISM.

11. Ownership of PRISM Operations.

11.1 PRISM and Documentation. As between the parties, ADS retains all right, title and interest in and to (a) PRISM and the technology and software used to provide it, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Your Content) made available through PRISM. Except for your rights to access and use PRISM set forth in this Agreement, nothing in this Agreement licenses or conveys any of ADS' intellectual property or proprietary rights to anyone, including you.

11.2 Feedback. You agree that ADS will have a perpetual right to use and incorporate into PRISM any feedback or suggestions for enhancement that you or Your Users provide to ADS concerning PRISM ("Feedback"), without any obligation of compensation.

12. Privacy. ADS provides PRISM in accordance with its Privacy Policy, as it may be updated from time to time and posted on the Site ("Privacy Policy"). You acknowledge that your use of PRISM is governed by the Privacy Policy.

13. Confidentiality. You agree not to disclose, duplicate, publish, release, transfer or otherwise make available our Confidential Information in any form to any person or entity without our prior written consent. "Confidential Information" means any of our financial, technical, or business information that we designate as confidential at the time we disclose it to you, or that you should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of PRISM, the documentation we provide to you in connection with it, and the APIs are our Confidential Information. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of your confidentiality obligation under this Agreement; (ii) was independently developed by you without breach of your

confidentiality obligation under this Agreement; or (iii) is received from a third party who obtained such Confidential Information without breach of any obligation owed to us.

14. Representations and Warranties; Disclaimer.

14.1 General. Each party represents and warrants that it has the necessary authority to enter into this Agreement.

14.2 Limited Warranty for PRISM. ADS represents and warrants that PRISM will operate substantially as described in the online documentation made available with PRISM.

14.3 Disclaimer. You acknowledge that, as an internet-delivered software application, PRISM may experience periods of downtime, including but not limited to scheduled maintenance. Accordingly, EXCEPT FOR THE LIMITED WARRANTIES IN SECTION 13.2, ADS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO PRISM, INCLUDING ITS DOCUMENTATION, THE APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH PRISM, WHETHER EXPRESS OR IMPLIED. ADS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. ADS DOES NOT WARRANT THAT PRISM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

15. Liability Limitation; Damages Exclusion. ADS WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF ADS HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ADS' AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID TO ADS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Indemnification. You will defend, indemnify and hold harmless ADS and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of our relates to Your Content (except to the extent such claim arises from ADS' use of Your Content in violation of this Agreement), including without limitation claims that Your Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law.

17. Publicity. You agree that, if you have (or have had) a paid subscription to the Service, we may identify you as a customer on our Site or in our customer list, blogs, and other public communications.

18. Notices. Except where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five (5) business days after having been sent. Notices must be addressed as follows: if to us, to Attn: Legal Affairs, 340 The Bridge Street, Suite 204; and, if to you, to the contact name and address or email address that you have provided us.
19. Entire Agreement. This Agreement represents the entire agreement between ADS and you with respect to your use of PRISM and the related matters set forth in this Agreement. As between ADS and you, this Agreement expressly supersedes (i) any terms or conditions stated in your purchase order, order documentation or similar document (whether submitted or executed before or after the start date of your subscription period, if applicable), (ii) any online agreement that you or Your User may have accepted, or may accept in the future, in the course of using PRISM, and (iii) any other contemporaneous or prior agreements or commitments regarding PRISM or the other subject matter of this Agreement.
20. General. This Agreement has been written in the English language, and you agree that the English language version will govern your use of PRISM and the other matters described in this Agreement. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Alabama, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Huntsville, Alabama for any dispute arising out of this Agreement. Either party may assign this Agreement in connection with a merger or similar transaction, or to any third party acquiring all or substantially all of such party's assets or equity securities, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. This Agreement may be signed in counterparts and by facsimile or PDF.