

Terms of Use

Last Modified: January 31, 2022

These terms of use are entered into by and between you as the user ("you", "user" or client" and PlanIT Geo, Inc. ("Company," "we," "our" or "us"). The following terms and conditions ("Terms of Use") govern your access to and use of the Company's web-based platform *TreePlotter™ JOBS products and related services* as well as any content, functionality, and services offered related to such web-based platforms (collectively, the "Platforms").

Please read the Terms of Use carefully before you start to use any Platform. By using the Company's Platforms and related services, you accept and agree to the following terms; if you do not want to agree to these Terms of Use, you must not access or use the Platforms:

1) Changes to the Terms of Use:

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platforms thereafter. Your continued use of the Platforms following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2) Accessing the Platforms and Account Security:

We reserve the right to withdraw or amend any Platform and any service or material we provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platforms are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platforms to users, including registered users.

3) Our services:

TreePlotter JOBS is a web-based software platform for managing and sharing tree maps, estimates, work orders, and invoices online for tree care companies. Clients who have separate contracts with the Company for subscription-based access to our services are additionally required to follow any terms and provisions in those contracts.

4) Intellectual Property Rights:

The Platforms and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platforms, except as expressly provided in these Terms of Use.

5) Expected and Authorized Use:

Anyone can use our Platforms to view and interact with the public-facing, read-only portions of various map-based applications and related content. You are expected to use the Platforms in the way intended. Any other use or reproduction of our Platforms, lawful or

otherwise, is prohibited. If you have an account with the Company, you shall be bound by the terms of such account. You will be able to login to the Platforms with your account, and will be able to upload, manage, export, and modify data according to the permissions included in such account. You are entirely responsible for your own actions on the Platforms, including any changes intentionally made to data or otherwise, and you are responsible for using your account without sharing login credentials or sharing account information to unauthorized users.

You are responsible for the actions of your employees, representatives and agents on the Platforms, whether authorized or not, to the extent that it affects data uploaded, exported, modified or deleted, and individual account-holders are responsible for their own actions on the Platform. Users who provide access to their accounts to their employees, representatives and agents are expected to act responsibly in providing and managing those accounts to such personnel. Users who allow members of the general public to register for accounts on their site will approve those accounts at their own discretion, and are expected to monitor the activity of those users to a reasonable extent, and notify the Company of any problems with the actions of those users or those accounts.

All users of the Platforms are prohibited from hacking the Platforms, reverse-engineering any aspect of our Platforms, attempting to subvert any security or permissions-related code, or doing anything else other than what the Platforms are intended for, which is generally interacting with web-based maps and related data.

6) Prohibited Uses:

You may use the Platforms only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platforms:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platforms, or which, as determined by us, may harm the Company or users of the Platforms, or expose them to liability.

7) Termination:

You may stop using the Platform at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees, nor does it entitle you to a complete or partial refund of any fees paid.

If we terminate the Platform we will make reasonable efforts to notify you 30 days prior to termination via email.

We may temporarily or permanently terminate your access to the Platform without notice if you breach the Terms of Use, if you fail to make timely payment of fees, or if you physically, verbally, or through other means abuse, threaten, bully, or harass us, our employees, agents, or contractors.

8) Customer Service and Service Level Agreement:

We strive to keep our Platforms available continuously, especially during standard business hours in client time zones, with the exception of scheduled down-time. However, we make no guarantees about this availability due to the various factors that can affect our service. The Company's servers are scheduled to be down during brief periods, including for nightly backups. We are not responsible for addressing non-availability of the Platforms resulting from factors outside of our control, such as a firewall or internet service provider specific to a user or client, or from service outages from our internet service providers or hosting companies. Historically, we have less than 1% down-time.

Customer service is available via email (support@planitgeo.com) and you can expect a reply within two business days.

Our Platforms are not free of bugs and will continue to have bugs. Sometimes those bugs will affect a user's ability to interact with our services and Platforms in expected ways. Our processes to identify, prioritize, and address those bugs is something we are always working to improve. Data-related bugs are often resolved the day they are received and code-related bugs within one or two days. Users of our service are invited to communicate bugs to us using support channels and are always welcome to provide suggestions for improvements and new features.

Upgrades and bug fixes to the Platforms are performed regularly, and new code and features are introduced periodically. The Company will typically communicate these changes to one or all clients depending on the nature of the change (i.e. global or local), especially when the changes are expected to affect the user experience on the Platforms.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORMS OR ANY SERVICES PROVIDED BY US.

YOUR USE OF THE PLATFORMS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORMS IS AT YOUR OWN RISK. THE PLATFORMS, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORMS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORMS, THEIR CONTENT,

OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORMS WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORMS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

9) Data Policy:

All data you add, enter, upload or manage, whether web-based map data or otherwise is your property. Data collected in public-facing sites also belongs to the party which adds, enters or uploads and such party is responsible for such data. You are welcome to export data using the Platforms' tools to which you have access. You can also request that the Company provide custom mass updates or exports of data, though a fee may be associated.

The Company may use your site (and so to some limited extent the data in it) for marketing, educational, and other related purposes (e.g. we might use a client site in web-based or in-person demonstrations, during marketing webinars or industry-related seminars, or during educational or other presentations). We won't provide access to your site or data inappropriately and will ask for permission to use your site or data in ways not covered here (e.g. printed materials, publications, etc.). We may also anonymize and aggregate your data and use these data to improve the Platform or to build new products and functionalities.

You can access and export your data if you plan to close an account or stop using our services as long as you have paid for the service and have access to your account. Otherwise, we will provide the data for you, though in some cases a fee may be associated, for example if the account has been already closed for non-payment of services.

10) Data Protection:

The Company currently backs up user databases and other user content nightly. A client's site can be restored to the time of one of these backups if necessary. Depending on the circumstances of a request to recover, restore, or explore backed-up data, fees may be associated for our services. We do not monitor changes to data made by the general public (where permitted), by you, or by account holders in your organization, and you are responsible for changes to data in your site by account-holding users. It is your responsibility to understand the implications of account access you provide to your personnel and others, especially with respect to tools that can create, modify or delete data.

11) Fees and Payments:

Access to our Platform is provided to you when you pay in advance for one or more one-off, monthly, or annual fee schedules. We accept payment via credit card, and you must provide us payment information when you sign up for our Platform. Monthly and annual product subscriptions are automatically collected via credit card. If you don't have a valid payment method we will try to notify you via email to update your payment method, and we will

automatically try to collect payment one or more times. If we cannot successfully collect payment we will temporarily suspend your access to our Platform until you successfully provide payment. You can update your payment information at any time from within the TreePlotter JOBS application.

We may offer access to our platform at a discounted rate for a promotional period, or for free for an introductory trial period. At the end of the promotional period or trial period we will collect payments at the standard applicable amount and frequency.

12) Privacy Policy:

Except as provided under these Terms of Use and our privacy policy, we will not intentionally share your data, map-based or otherwise, without your permission. It is your responsibility to control access to your site or account and to understand the implications of the access you give to account users, authorized or unauthorized.

13) Limitation on Liability; Indemnification:

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORMS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORMS OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platforms, including any use of the Platforms' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platforms.

14) Governing Law; Jurisdiction:

All matters relating to the Platforms and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platforms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City and County of Denver. You waive any

and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15) Agreement:

Except as provided in an individual contract between you and the Company, these Terms of Use constitute the sole and entire agreement between you and the Company regarding your use of the Platforms. To the extent any term or condition provided under these Terms of Use contradicts or otherwise differs from the terms and conditions under an individual contract between you and the Company, the terms and conditions of such individual contract shall control.

16) Comments and Concerns:

This website is operated by PlanIT Geo, Inc. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to support@planitgeo.com.