

Master Services Agreement

This Master Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between Xylo Risk, Inc., a Delaware corporation (“**XyloPlan**”), and **City of Grass Valley/Measure-B**, a California charter city with an address of [ADDRESS] (“**Client**”).

1. **Services.** Subject to and conditioned upon Client’s compliance with the terms and conditions of this Agreement, XyloPlan shall provide to Client those consulting services and deliverables more specifically set forth on **Exhibit A** hereto (the “**Services**”). XyloPlan shall use commercially reasonable efforts to perform the Services in a timely manner and, except as otherwise mutually agreed upon by the parties, XyloPlan will have exclusive control over the manner and means of performing the Services, including the choice of place and time. While on Client’s premises, XyloPlan agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security and confidentiality, which Client provides to XyloPlan in advance and in writing.

2. **Client Obligations.** During the term hereof, Client shall (i) cooperate with XyloPlan in all matters relating to the Services; (ii) respond promptly to any XyloPlan request to provide information, approvals, direction, or authorization as may be reasonably necessary for XyloPlan’s performance of the Services; and (iii) provide in a timely manner such information, data, materials, and content requested by XyloPlan for its performance of the Services, and ensure that such information, data, materials, and content are complete and accurate in all material respects. If XyloPlan's performance hereunder is prevented or delayed by any act or omission of Client, including, without limitation, any breach of the foregoing obligations, XyloPlan shall not be deemed in breach of this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client arising directly or indirectly from such prevention or delay.

3. **Client-Provided Data.**

3.1 **Client Content.** Client agrees and acknowledges that XyloPlan’s performance of the Services, including, without limitation, the quality and accuracy of any Deliverables (as defined below), is dependent upon the quality, completeness and accuracy of all data, information, materials, and content provided or made available by or on behalf of Client hereunder (collectively, “**Client Content**”). Client shall ensure, and hereby represents and warrants to XyloPlan, that: (i) all Client Content is complete, accurate, up-to-date, and not deceptive or misleading; (ii) Client has all rights, licenses, and permissions (including, without limitation, from any data subjects) necessary to make the Client Content available to XyloPlan and to permit XyloPlan’s collection, use, processing, and storage of the same as contemplated hereunder; and (iii) the Client Content, and XyloPlan’s access and use of the same as contemplated hereunder, does not and shall not infringe, misappropriate, or violate the intellectual property rights or rights of privacy or publicity of any third party.

3.2 **Personal Information.** The parties acknowledge that, where required for the Services, certain of the Client Content may contain information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person (“**Personal Information**”). Notwithstanding the foregoing, Client shall not provide or make available to XyloPlan any Personal Information, except where the parties have first executed the Data Security and Privacy Addendum, attached hereto as **Exhibit B** (the “**DPA**”). XyloPlan shall not be required to access, process, or store any Personal Information until the DPA is fully executed, and Client acknowledges and agrees that if it provides any Personal Information to XyloPlan prior to the execution of the DPA, it does so at its own risk and shall remain solely responsible for any resulting liabilities, losses, or breaches arising from such disclosure.

3.3 License. As between the parties, Client is the sole and exclusive owner of all right, title, and interest in and to the Client Content, subject to the use rights and licenses granted herein. Client hereby grants to XyloPlan a limited, non-exclusive, worldwide, fully paid-up, sublicensable (to subcontractors only), royalty-free right and license during the term to access and use the Client Content to the extent needed for XyloPlan's performance of the Services and creation of the Deliverables hereunder. Client represents and warrants to XyloPlan that it has all rights, licenses, and authorizations necessary to grant the foregoing license.

3.4 Data Use Rights. Client acknowledges that for XyloPlan to perform the Services (including the production and delivery of the Deliverables) to high levels of quality, XyloPlan requires the freedom to apply its algorithms, know-how and methodologies. Accordingly, in addition to the other uses of Client Content permitted under this Agreement and notwithstanding anything herein to the contrary, XyloPlan shall have the right to collect, examine, extract, model, manipulate, aggregate, collate, analyze, create analysis using, reproduce and otherwise use, solely on an aggregated and/or de-identified basis and within the scope of XyloPlan's regular business operations, any Client Content or other information learned, acquired or obtained by XyloPlan in connection with this Agreement, including, without limitation, for purposes of: (i) developing, operating, and ensuring the integrity of data sets, algorithms or other analytical tools; (ii) testing, implementing, benchmarking, integrating, developing, optimizing or improving XyloPlan's products and services; and (iii) otherwise making XyloPlan's services and deliverables available to its customers. For the avoidance of doubt, (x) XyloPlan shall not share Client Content with any third party, except with the written permission of Client or to the extent that such Client Content is aggregated and anonymized such that neither Client nor any individual can reasonably be identified, and (y) any provision of this Agreement requiring that XyloPlan return or delete Client Content obtained through its performance of this Agreement shall be deemed to apply only to such Client Content in its raw form as obtained from or through Client, and not to the product or result of the aggregation, manipulation, or other use of such Client Content by XyloPlan in connection with this Section 3.4.

4. Compensation. In consideration for XyloPlan's performance of the Services, Client will pay XyloPlan the fees as described in, and in the manner set forth in, **Exhibit A** (the "**Service Fees**"). Client shall reimburse XyloPlan for any actual and documented out-of-pocket expenses that it incurs in providing the Services (including, without limitation, travel expenses), and which are approved of in advance by Client (the "**Expenses**"). Except as otherwise set forth in **Exhibit A**, XyloPlan shall invoice Client for Service Fees and any Expenses on a monthly basis and all Service Fees and Expenses payable to XyloPlan under this Agreement will be due within thirty (30) days from the date of invoice. Overdue payments will be subject to interest at the rate of one and one-half percent (1.5%) per month, or the highest interest rate permitted by applicable law, whichever is less. Client shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on XyloPlan's net income. Client agrees to indemnify, defend, and hold XyloPlan, its officers, directors, service providers, employees, successors and assigns harmless from all claims and liability arising from Client's failure to report or pay any such taxes, duties or assessments.

5. Intellectual Property.

5.1 Deliverables. Except as otherwise set forth in Sections 5.2 or 5.3, as between XyloPlan and Client, Client is and shall be the sole and exclusive owner of all deliverables identified on **Exhibit A** hereto and provided to Client by XyloPlan in connection with its performance of the Services (the "**Deliverables**"). Subject to Sections 5.2 and 5.3 hereof, XyloPlan irrevocably assigns to Client all of

its right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Upon the request and at the expense of Client, XyloPlan shall take such further actions, including execution and delivery of appropriate instruments of conveyance, as may be reasonably necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

5.2 XyloPlan IP. As between XyloPlan and Client, XyloPlan is and shall remain the sole and exclusive owner of all right, title and interest in and to (i) any technology, platforms, algorithms, materials, content, processes, software, or other intellectual property, in any form and in any media, created by, owned or licensed to XyloPlan prior to this Agreement or outside of the scope of its performance of the Services (collectively, "**Background IP**"), (ii) any improvements, additions, or modifications to, or derivatives of, such Background IP conceived, originating, or prepared after the Effective Date hereof, whether or not in connection with XyloPlan's performance of the Services, and any developments not constituting Deliverables hereunder, and (iii) all intellectual property rights arising in or relating to any of the foregoing (collectively, the "**XyloPlan IP**").

5.3 Generic Elements. Client acknowledges and agrees that, in the course of performing the Services and providing the Deliverables, XyloPlan may develop certain methodologies, tools, analytical methods and other knowledge or processes that are generic and that do not relate exclusively to the Confidential Information (as defined below) of Client ("**Generic Elements**"). Notwithstanding anything to the contrary herein, the parties acknowledge and agree that XyloPlan, during and after the term hereof, shall have the continuing right to use, apply, and otherwise exploit such Generic Elements for any purpose whatsoever, including, without limitation, in connection with the operation of XyloPlan's business.

6. Confidentiality. Each party shall retain in confidence the non-public information and know-how disclosed or made available by the other party pursuant to this Agreement and which is (i) designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or (ii) should reasonably be understood to be confidential by the recipient ("**Confidential Information**"). For the avoidance of doubt, XyloPlan's Confidential Information shall include the XyloPlan IP, and Client's Confidential Information shall include the Client Content. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party, except to such employees, consultants, contractors, and representatives of the receiving party as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Notwithstanding the foregoing, the non-use and non-disclosure provisions of this Section shall not apply to any Confidential Information which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party. Notwithstanding the foregoing, a receiving party may disclose Confidential Information if and only to the extent required by law or court order; provided, however, that the receiving party shall, to the extent permitted by law, provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

7. Term and Termination. The term of this Agreement begins on the Effective Date set forth above and, unless earlier terminated as provided for herein, will continue for the period set forth in **Exhibit A**. Either party may terminate this Agreement immediately in the event the other party has materially

breached the Agreement and failed to cure such breach within 15 days after notice by the non-breaching party is given. In addition, either party can immediately terminate the Agreement upon written notice if the other becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 30 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to conduct business or threatens to do so. Upon any termination of this Agreement, XyloPlan will immediately cease all provision of the Services, and Client will promptly pay to XyloPlan all Service Fees and Expenses due and owing to XyloPlan as of the date of such termination. The rights and obligations of the parties in this Agreement, which, by their express terms or nature and context is intended to survive termination or expiration of this Agreement (including, without limitation, Sections 2 through 15), will survive any such termination or expiration.

8. Limitations on Reliance. Client understands and agrees that the Services and any Deliverables are provided only as a limited wildfire assessment and modeling tool, and that XyloPlan makes no representations or warranties, whatsoever, that XyloPlan's provision of the Services or any Deliverables generated in association therewith will be accurate or error-free. Client expressly acknowledges that the Services and Deliverables constitute, include, or are based on models or projections of possible wind-driven fire impacts and potential fuel treatments that may interrupt such impacts, and that the Services and Deliverables are not designed to be, and should not be relied on as, a comprehensive fire mitigation program. XyloPlan shall have no obligation or liability to Client or any third party with respect to any matter arising out of or with respect to Client's or any third party's use of and reliance on the Services and Deliverables, including, without limitation, any legal, economic, or other consequences arising from any failure of the Services or Deliverables to accurately predict fire paths and mitigation measures. Client shall be solely responsible for any use of the Services and Deliverables and for any reliance on the same by it and any third parties. Client hereby agrees to, and hereby does, release XyloPlan and its successors from any claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death, property damage, or economic loss or liability that either directly or indirectly arise from Client's or any third party's reliance on the Services or Deliverables. If Client is a California resident, Client hereby waives California Civil Code Section 1542, which states, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

9. Representations and Warranties. XyloPlan represents and warrants that (a) the Services will be performed in a professional manner and in accordance with generally accepted industry standards, (b) XyloPlan has the right and ability to assign the ownership of the Deliverables to Client pursuant to and in accordance with this Agreement, and (c) to XyloPlan's knowledge, and except to the extent caused by or arising from any Client Content, neither the Deliverables nor any element thereof will infringe upon or misappropriate any copyright, trademark, or trade secret of any person. Client represents and warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein, and (ii) if the Services require access to, or analysis of, any Client Content or other data, information, technology, computer, computer network or communications network, or other system or equipment, Client has, or will obtain prior to commencement of such Services, all rights, licenses or consents required to authorize XyloPlan to perform such Services, including any required licenses or consents from third-party owners of licensed or shared resources.

10. **Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND XYLOPLAN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT. NEITHER XYLOPLAN NOR ANY PERSON ASSOCIATED WITH XYLOPLAN MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR DELIVERABLES, NOR DOES XYLOPLAN OR ANYONE ASSOCIATED WITH XYLOPLAN REPRESENT OR WARRANT THAT THE SERVICES, DELIVERABLES, XYLOPLAN IP, GENERIC ELEMENTS, OR ANY OUTPUTS OR OTHER RESULTS GENERATED FROM THE USE OF THE SAME, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES AND DELIVERABLES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SERVICES AND DELIVERABLES WILL BE COMPATIBLE WITH CLIENT’S SOFTWARE, SYSTEMS, OR OWN SERVICES, OR THAT THE SERVICES AND DELIVERABLES WILL OTHERWISE MEET CLIENT’S OR ANY THIRD PARTY’S NEEDS OR EXPECTATIONS. AS BETWEEN CLIENT AND XYLOPLAN, CLIENT ASSUMES ALL RISK IN CONNECTION WITH CLIENT’S AND ANY THIRD PARTY’S USE OF AND RELIANCE ON THE SERVICES OR DELIVERABLES, INCLUDING ALL RESULTS GENERATED THEREBY.

CLIENT FURTHER UNDERSTANDS THAT THE DELIVERABLES AND ANY OTHER OUTPUTS OR RESULTS GENERATED BY XYLOPLAN’S PERFORMANCE OF THE SERVICES ARE DEPENDENT ON, AND INFLUENCED BY, CERTAIN INPUTS AND DATA PROVIDED OR MADE AVAILABLE BY CLIENT, INCLUDING, WITHOUT LIMITATION, THE CLIENT CONTENT. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CLIENT CONTENT AND OTHER INPUTS AND DATA ARE CORRECT, COMPLETE, AND ERROR FREE, AND XYLOPLAN SHALL HAVE NO LIABILITY OR OBLIGATION TO OR WITH RESPECT TO SUCH CLIENT CONTENT OR OTHER INPUTS OR DATA.

WITHOUT LIMITING THE FOREGOING, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICES AND DELIVERABLES ARE INTENDED AS A SUPPORTING TOOL IN THE PREDICTION AND MANAGEMENT OF FIRE, BUT SHOULD NOT BE RELIED ON AS AN EXCLUSIVE MEANS OF FIRE MITIGATION OR MANAGEMENT. THE SERVICES AND DELIVERABLES ARE NOT INTENDED TO REPLACE, AND SHOULD NOT BE USED AS A REPLACEMENT FOR, ALL OTHER FIRE MONITORING, PREDICTION, DETECTION OR MANAGEMENT METHODS. CLIENT SHOULD TAKE ALL REASONABLE STEPS TO PREVENT, DETECT, AND CONTAIN FIRES, AND XYLOPLAN SHALL HAVE NO OBLIGATION OR LIABILITY ARISING FROM ANY FAILURE BY ANY PERSON OR ENTITY TO DO SO. XYLOPLAN SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY AGREES TO, AND HEREBY DOES, ON ITS OWN BEHALF AND ON BEHALF OF ANY OF ITS CUSTOMERS AND/OR OTHER THIRD PARTIES ACCESSING OR RELYING ON THE SERVICES OR DELIVERABLES, RELEASE XYLOPLAN AND ITS SUCCESSORS, ASSIGNS AND LICENSORS FROM ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS OR LIABILITY THAT EITHER DIRECTLY OR INDIRECTLY ARISE FROM CLIENT’S OR ANY OTHER THIRD PARTY’S RELIANCE ON THE SERVICES OR DELIVERABLES OR ANY OUTPUTS OR OTHER RESULTS GENERATED THEREBY, INCLUDING ANY FAILURE OF THE SERVICES OR DELIVERABLES TO ACCURATELY MODEL OR PREDICT FIRE PATHS AND APPROPRIATE VEGETATION MANAGEMENT AND OTHER MITIGATION MEASURES. IF CLIENT IS A CALIFORNIA RESIDENT, CLIENT HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR ANY MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY MATTER ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EXCEED THE SUM OF ALL SERVICE FEES ACTUALLY PAID TO XYLOPLAN BY CLIENT UNDER THIS AGREEMENT IN THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Non-solicitation. During the term hereof and for one year thereafter, Client shall not solicit or attempt to solicit for hire any employee or contractor of XyloPlan or its affiliates without the prior written consent of XyloPlan. Notwithstanding the foregoing, this provision shall not apply to solicitation through any advertisement or general solicitation that is not specifically targeted at XyloPlan's employees or contractors.

13. Feedback. To the extent Client provides XyloPlan with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Services or Deliverables (collectively, "**Feedback**"), Client hereby assigns and agrees to assign to XyloPlan all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that XyloPlan will be free to use such Feedback in any manner, including by implementing such Feedback in the Services, Deliverables, and/or Licensor's other technologies, products and services, without compensation or other obligation to Client.

14. Publicity. XyloPlan may use Client's name as part of a general list of customers and may refer to Client, including through use of its name, logo, service marks, trade names, and brand names, as a customer and user of XyloPlan's services in its general advertising and marketing materials. All other public statements shall require the mutual consent of both parties.

15. Miscellaneous. Neither party may assign this Agreement (in whole or in part) without the other party's prior written consent; provided, that either party may assign this Agreement to an affiliate or in connection with an acquisition, including in connection with a merger or assignment of all or substantially all of the business or assets of such party related to this Agreement. Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be for the benefit of, and shall be binding on, the parties' successors and assigns. XyloPlan's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of XyloPlan's employees or agents. Except where otherwise expressly authorized in writing by Client, XyloPlan is not authorized to make any representation, contract or commitment on behalf of Client. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Nevada County, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This

Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Xylo Risk, Inc.

By _____

Name: Scott Cheeseman

Title: CEO

City of Grass Valley / Measure-B

By _____

Name:

Title:

EXHIBIT A
SERVICE DESCRIPTION

Services

XyloPlan may, at its sole discretion, determine the nature, scope, and timing of any consulting or advisory services it elects to provide to Client. No specific services are guaranteed or required under this Agreement.

Deliverables

Any deliverables, if provided, shall be determined solely by XyloPlan and delivered at such times and in such formats as XyloPlan deems appropriate. XyloPlan has no obligation to produce or deliver any particular work product.

Service Fees

No fees or other compensation shall be due or payable by Client to XyloPlan under this Agreement. The Services, if any, are provided at no cost.

Expenses

XyloPlan shall bear all of its own costs and expenses unless otherwise agreed in writing by both parties in advance.

Start Date

This Master Services Agreement and all associated services shall commence as of the Effective Date of this Agreement.

Term

This Exhibit A shall remain in effect from the Effective Date until December 31, 2026, unless earlier terminated (a) by XyloPlan at any time upon written notice to Client, or (b) by mutual written agreement of the parties.

EXHIBIT B

DATA SECURITY AND PRIVACY ADDENDUM

This Data Security and Privacy Addendum (the “**Addendum**”) is entered into as of the date last signed below (the “**Effective Date**”), by and between Xylo Risk, Inc., a Delaware corporation (“**XyloPlan**”), and **City of Grass Valley/Measure-B**, a California charter city with an address of 125 East Main St., Grass Valley, CA 95945 (the “**Client**”), and forms part of the Master Services Agreement entered into by the parties and dated effective as of [DATE] (the “**Agreement**”). This Addendum governs the processing of Personal Information by XyloPlan on behalf of Client in connection with XyloPlan’s performance of the Services in connection with the Agreement.

1. Definitions

1.1. “**Business Purpose**,” “**Sell**,” “**Share**,” and “**Consumer**” shall have the meanings given to them in the CCPA.

1.2. “**Applicable Law**” means the CCPA and any other applicable U.S. privacy and data protection laws governing the use of Personal Information.

1.3. “**CCPA**” means the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act) and its implementing regulations.

1.4. “**Personal Information**” has the meaning set forth in the CCPA and refers to information provided by or on behalf of Client that is processed by XyloPlan in connection with the Services.

1.5. “**Services**” means the services and related activities provided by XyloPlan to Client as described in the Agreement and any applicable statements of work, order forms, or similar documentation entered into thereunder.

2. Scope and Restrictions on Use

2.1. XyloPlan shall process the Personal Information solely on behalf of Client and only for the Business Purposes described in the Agreement. XyloPlan shall not:

- Sell or Share the Personal Information;
- Retain, use, or disclose the Personal Information for any purpose other than for the Business Purposes specified in the Agreement; or
- Retain, use or disclose the Personal Information, except in connection with the direct business relationship between XyloPlan and Client.

2.2. XyloPlan certifies that it understands and will comply with the restrictions and obligations set forth in this Addendum and the CCPA.

3. Consumer Requests and Assistance

3.1. XyloPlan shall promptly notify Client if it receives any request from a Consumer regarding their Personal Information, including requests to access, delete, correct, or opt out of the sale or sharing of their Personal Information.

3.2. XyloPlan shall not respond to such requests directly but will provide reasonable assistance to Client in fulfilling its obligations under the CCPA to respond to Consumer requests.

4. Security

XyloPlan shall implement and maintain reasonable and appropriate administrative, technical, and physical security measures to protect Personal Information against unauthorized access, destruction, use, modification, or disclosure, as required by the CCPA and other Applicable Laws.

5. Subprocessors

XyloPlan may engage subcontractors or subprocessors to assist in providing the Services, provided that:

- XyloPlan enters into a written agreement with each subprocessor that complies with the requirements of the CCPA, including limitations on use and disclosure of Personal Information;
- XyloPlan remains liable for the acts and omissions of its subprocessors with respect to Personal Information.

Upon request, XyloPlan shall provide Client with a list of approved subprocessors.

6. Data Retention and Deletion

Upon termination or expiration of the Agreement, or upon written request by Client, XyloPlan shall promptly return to Client or delete Personal Information in its possession, except to the extent retention is required by Applicable Law. XyloPlan shall certify the deletion upon request.

7. Audits

Upon 30 days' prior written request and subject to reasonable confidentiality and security controls, XyloPlan shall make available to Client information necessary to demonstrate its compliance with this Addendum and the CCPA. Any such audit or inspection shall be conducted no more than once annually and shall be at Client's sole cost and expense.

8. Client Responsibilities

8.1. Client shall not provide Personal Information to XyloPlan unless:

- (a) this Addendum is fully executed by both parties; and
- (b) the Personal Information is limited to that which is necessary for XyloPlan to perform the Services.

8.2. Client represents and warrants that all Personal Information it discloses or otherwise provides to XyloPlan has been collected and shared in compliance with all Applicable Laws, including providing all necessary privacy notices and obtaining all required consents or authorizations from Consumers. Client shall be solely responsible for the accuracy, quality, and legality of such Personal Information.

9. Limitation of Liability

Nothing in this Addendum shall be deemed to modify the limitation of liability provisions in the Agreement, which shall apply equally to this Addendum.

10. Miscellaneous

10.1. In the event of a conflict between this Addendum and any other agreement between the parties, this Addendum shall govern with respect to the handling of Personal Information under the CCPA.

10.2. This Addendum shall be governed by the same laws as the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

Xylo Risk, Inc.

By _____

Name: Scott Cheeseman

Title: CEO

City of Grass Valley / Measure-B

By _____

Name:

Title: