The Davey Tree Benefits Engine, powered by i-Tree

API Term Sheet

This Application Programming Interface (API) Term Sheet (this "**Term Sheet**"), effective as of this _____ day of _____, 20___ (the "**Effective Date**"), is by and between Davey Tree Expert Company, an Ohio corporation with offices located at 1500 North Mantua Street, Kent, OH 44240 ("**Provider**"), and _____,

Customer name

a _____ , _____ with offices located at _____

State/Country of Organization   Entity Type   Address

("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to The Davey Tree Benefits Engine API offering described in **Exhibit A** and any Documentation (the "Services") to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein in this Term Sheet, and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   <u>Access and Use</u>.

(a)   <u>Provision of Access</u>. Provider hereby grants Customer a non-exclusive, nontransferable, nonsublicensable, limited right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Provider shall provide to Customer the necessary Application Programming Interface (API) key, which is unique to the Customer, and network links or connections to allow Customer to access the Services within ten (10) business days following the Effective Date. The API key shall be utilized for integration solely by Customer, and Customer shall not provide the API key to any third party. For example, Customer may provide access to the Services to Customer's third party customers through software that integrates Customer's API key, but Customer is not permitted to share the actual API key with any third party, including third party customers. The Agreement is binding on all Authorized Users, and Customer shall ensure compliance of all the terms and conditions herein by its Authorized Users.

(b)   <u>Documentation License</u>. Provider hereby grants to Customer a non-exclusive, revocable, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.   <u>Service Levels and Support</u>. Provider offers no Service Level Agreement under this Agreement. Support is limited to the Basic API Description included in the Documentation. It is Customer's responsibility to notify Provider in the event that Customer believes that the Services are not providing accurate or expected values.

3.   <u>Fees and Payment</u>.

(a)   <u>Fees</u>. Customer shall pay Provider the fees ("**Fees**") set forth in **Exhibit A**. Provider shall invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in **Exhibit A**. Provider may change the Fees with at least thirty (30) days' written notice to Customer. Provider will track all activity under Customer's unique API key and will invoice Customer for all usage of the API key on a quarterly basis, based on the calendar year (e.g. first quarter starting on Jan. 1, etc.). Customer is responsible for all fees resulting from all activity under Customer's unique API key regardless of the source of the activity. Customer shall pay all invoices upon receipt. Customer shall make all payments hereunder in US dollars, which shall be paid in full without any deduction, set-off, counterclaim or withholding of any

kind unless required by law. Provider may allow Customer, on an as-needed basis, to access Services for a bulk update of existing tree inventories at a reduced fee, which shall be separately negotiated and put in writing between Provider and Customer.

4.   Term and Termination.

(a)   Term. The term of the Agreement begins on the Effective Date and, unless terminated earlier pursuant to the Agreement's express provisions, will continue in effect until the expiration of the subscription term set forth in **Exhibit A** ending on the pertinent anniversary date of the Effective Date ("Term"). The Agreement will automatically renew for an additional Term absent Customer's written notice indicating that Customer does not wish to renew the Agreement.

(b)   Termination. In addition to any other express termination right set forth in the Agreement:

        (i)   Provider may terminate the Agreement for convenience, for any reason or no reason, upon ninety (90) days prior written notice to Customer; or

        (ii)   either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

5.   Miscellaneous

(a)   Entire Agreement/Conflicting Terms. This Term Sheet, together with the Agreement, any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Term Sheet, the Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Agreement, excluding its Exhibits; (ii) second, this Term Sheet; (iii) third, the Exhibits to the Agreement as of the Effective Date; and (iii) fourth, any other documents incorporated herein by reference.

(b)   This Term Sheet includes the basic terms of the API Agreement (the "Agreement"), which can be accessed https://dtbe-api.daveyinstitute.com. The Agreement includes additional terms and conditions not included in this Term Sheet, as well as definitions of various terms used in this Term Sheet. The Agreement is incorporated herein by reference, as if fully rewritten herein. Provider may modify the terms and conditions within the Agreement from time to time. It is Customer's obligation to review the Agreement regularly. Provider will provide notice to Customer of material modifications.

(c)   Counterparts. This Term Sheet may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet and the Agreement as of the Effective Date first written above.

DAVEY TREE EXPERT COMPANY   _____
                                     Customer name

By:_____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

Exhibit A

Services shall include access to The Davey Tree Benefits Engine Application Programming Interface (API) to provide a data interface with i-Tree software, which is a software package that provides users with urban and rural forestry analysis and benefits assessment tools. Customer shall be responsible to interact with The Davey Tree Benefits Engine API within Customer's software and Provider is not responsible for any assistance to interact or access The Davey Tree Benefits Engine API.

The Davey Tree Benefits Engine API

One-year subscription …………………… $0.02/tree for a successful return of tree benefit estimates when using The Davey Tree Benefits Engine API

Provider may allow Customer, on an as-needed basis, to access Services for a bulk update of existing tree inventories at a reduced fee, which shall be separately negotiated and put into writing between Provider and Customer.