

D2 Land and Water Resource

TERMS AND CONDITIONS

these Terms of Service (the "Terms") describes the Terms between Client (the "Client") and D2 Land and Water Resource ("Company", "we", or "us"). We provide Clients with Services as defined below (collectively, the "Services"). these Terms explain our obligations to you, and Client's obligations to us. By utilizing our services and purchasing our products, Client is agreeing to comply with these terms and any other legal notices or conditions or guidelines posted on the Site or provided to Client in writing.

D2 Land and Water Resource is the provider of site-specific engineering solutions to the civil engineering community. We provide a wide range of products that can address your needs in your projects. We also provide civil engineering services. More information on our services and products can be found on our website at www.d2lwr.com.

Delivery of Products and Services. Products and services will be provided to Client within the terms described at the point of purchase, whether memorialized in a Purchase Order or in a contracted agreement.

Client agrees to:

- Providing timely responses and other information as required.
- Provide timely approval when needed
- Meet Client's payment obligations in a timely manner

Client certifies that Client is at least 18 years of age.

Client agrees that the email address provided in Client's account information is valid and that Client will keep Client's contact information up to date.

PAYMENTS, TAXES, AND REFUND POLICY

Client agrees that Client will provide payment upon receipt unless alternative payment arrangements have been made prior to delivery. If Client fails to make payment in a timely manner, delivery of Client's goods or services may be suspended until Client's account is paid in full.

Client agrees that Client is responsible for full payment of costs for Products. Standard inventory returns are subject to a Restock Fee of up to 50%. Custom and Non-inventory items may not be returned for credit.

D2 Land and Water Resource does not refund professional fees.

Lien Rights and Insurance. Nothing in these terms is meant to modify Company's rights to place a lien on a project or property in accordance with Indiana law. Nothing in these terms is meant to limit Company's right to pursue a valid claim under any existing insurance policy.

Disclaimer. D2 Land and Water Resource does not provide legal, tax, accounting or financial advice and any information provided to Client is not intended as such. Client

should refer all legal, tax, accounting and financially related inquiries to appropriately qualified professionals.

INTELLECTUAL PROPERTY

Company shall maintain all ownership rights in any application, product, idea or invention offered through the Services provided. Company hereby grants Client a License to utilize said application, product, idea or invention. Client agrees that it shall use and maintain the same for its own individual purposes, and that it shall not have the right to sell, give, or otherwise provide the Company's intellectual property to a third party.

Company's trademarks and product images may not be used in connection with any product or service that does not belong to Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. All other trademarks not owned by Company that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

Client shall maintain all ownership rights in any final work product generated as a result of Company's services. Client shall own any and all said copyrights, trademarks, and trade secrets that are shared, divulged, or created as a result of working with Company. Company shall guard Client's ideas, creative thoughts, visions, and plans for projects with full confidentiality unless Company is specifically tasked by Client with marketing the concept.

Confidentiality. Company respects Client's confidential and proprietary information, ideas, plans and trade secrets. Client specifically agrees to respect Company's confidential and proprietary information, ideas, plans and trade secrets.

By accepting these Terms, Client agrees:

- (1) not to infringe the Company's copyrights, trademarks, trade secrets or other intellectual property rights,
- (2) that any information regarding Company's business practices shared by the Company is confidential and proprietary and belongs solely and exclusively to the Company,
- (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with Company regarding Client's projects.

Client further agrees that:

- (4) all materials and information provided to Client by the Company are its confidential and proprietary intellectual property, belong solely to and exclusively to the Company and may only be used by Client as authorized by the Company, and
- (5) the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited.

Further, Client agrees that if Client violates or displays any likelihood of violating any of the Terms contained in the paragraph, then Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

GENERAL TERMS

Assignment. Neither party shall assign these Terms without the written consent of the other.

Additional Services and Products. We may, in the future, offer new services. For the avoidance of doubt, such new services shall be subject to the terms and conditions of these Terms.

Governing Law. these Terms and performance hereunder shall be governed by the laws of the State of Indiana. Sole venue and jurisdiction for any proceedings under these Terms shall be in the state and federal courts located in Marion County, Indiana.

Force Majeure. Except for an obligation to pay fees, neither party shall be liable for failure to perform any of its obligations under these Terms during any period in which such party cannot perform beyond their control, including, but not limited to strike, fire, flood or other natural disaster, war embargo, or riot, provided that the party so delayed immediately notifies the other party of such delay. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under these Terms, until as soon as practicable after a force majeure condition ceases to exist.

Notices. All notices required or permitted under these Terms shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the address first set forth above. Facsimile or electronic signatures shall be deemed equivalent to original signatures for purposes of these Terms.

Indemnification. Client shall indemnify, defend and save harmless Company, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Company, its agents, employees, contractors, Clients, invitees, representatives, in, on or about the operation of the Program. This indemnity shall survive the termination of these Terms. Client hereby releases Company from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client covered by any insurance then in force.

Waiver. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of these Terms is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

Headings. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. The failure of a party to exercise or enforce any right or provision of these Terms will not constitute a waiver of the right or provision.

Modification.

These terms and conditions may not be modified by you. The following Sections survive any termination of these Terms: Intellectual Property Policy, Proprietary Rights, Pricing, Shipping and Terms of Sale, Disclaimer of Warranties, Limitation of Liability, Indemnity, Release and General. D2 Land and Water Resource will attempt to notify Client when major changes are made to these Terms but Client should periodically review the most up-to-date version at <http://d2lwr.com/>.

Entire Terms and Amendment. These Terms constitutes the entire Terms and understanding between the parties and supersedes any prior Terms or understanding whether oral or written relating to the subject matter hereof. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of these Terms.

Printed Version. A printed version of these Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.