

## 1. Acceptance of Terms; Changes

The Site (defined below) is made available to User (defined below) by NV5 Geospatial Solutions, Inc. (“NV5GS”) subject to User’s acceptance of the TOS and any applicable license agreement. NV5GS is a subsidiary of NV5 Geospatial, Inc. When using any Services, User agrees that it is subject to any additional posted guidelines, rules, terms, and/or conditions applicable to such Services, which are hereby incorporated in the TOS by reference. The “Site” means the Helios API/network/web application and other products and services (collectively, the “Service”) provided by NV5GS via <https://helios.earth/developers/> and <https://helios.earth/explore/login> (the “Site” or “Sites”). “User” means licensee, an evaluator of the Services, person or organization accessing the Site.

NV5GS reserves the right to, from time to time, make changes to the TOS in its sole discretion, whether in whole or in part, for any reason. The most recent version of the TOS will always be posted to the Site. If NV5GS does make any changes, NV5GS will also update the Services on the Site and NV5GS may provide User with other forms of notice as well. Changes to the TOS will become effective when NV5GS posts the revised TOS to the Site. By continuing to interact with the Site following such changes, User is accepting and agreeing to be bound by the revised TOS. NV5GS encourages User to review the Terms periodically to ensure that User understands its rights and obligations in connection with User’s use of the Site.

NV5GS also reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and offer opportunities to some or all Users of the Site. User agrees that neither NV5GS nor any of its affiliates, subsidiaries, or operating divisions (collectively, “Affiliated Entities”) shall be liable to User or to any third party for any modification, suspension, or discontinuance of the Site, in whole or in part, or of any Service, content, feature, or product offered through the Site. User’s continued use of the Site after such changes will indicate User’s acceptance of those changes.

## 2. Description of the Services

NV5GS may provide Users of the Site with access to certain content and services related to NV5GS’s online services including: (i) services including but not limited to weather, traffic, environment imaging and monitoring functionalities and (ii) content such as audio and/or video clips, graphics, images, text, data, postings, messages, and other similar content/services; (collectively, the “Services”).

DISCLAIMER: The Services involving weather imaging, monitoring, or similar functionality are based on an emerging technology advisory service designed to provide decision-makers with insight and vigilance. However, it is important to note that current site conditions may differ from displayed images due to a variety of reasons, such as rapidly changing weather patterns, image update frequency, and optical distortion. User expressly acknowledges and agrees that such images are exclusively intended for use as

a supplemental product to improve situational awareness. IT IS IMPERATIVE THAT USERS DO NOT RELY ON WEATHER IMAGING OR MONITORING FUNCTIONALITY AVAILABLE THROUGH THE SITE AS A WARNING OR ALARM VEHICLE UNDER ANY CIRCUMSTANCES. The National Weather Service (“NWS”) is the official weather warning authority for the citizens of the United States of America.

### **3. Information Submitted Through the Site**

Any submission of information on or through the Site is governed by NV5GS’s Website Privacy Policy <http://www.NV5GeospatialSoftware.com/company/Pages/Privacy-Policy.aspx> (the “Policy”), which is hereby incorporated into the TOS by reference. User represents and warrants that any information User provides in connection with User’s use of the Site is and shall remain true, accurate, and complete, and that User will maintain and update such information regularly. User further acknowledges and agrees that if any information User provides is false, inaccurate, obsolete, incomplete, or otherwise violates this TOS, NV5GS may terminate User’s use of the Site and/or any Service, content, feature, or product offered through the Site.

### **4. Rules of Conduct**

User must respect the rights and dignity of others and comply with applicable laws, rules, and regulations at all times when using the Site. User’s use of the Site is conditioned on compliance with the TOS, including the rules set forth in this Section 7 (the “Rules of Conduct”). Failure to adhere to the Rules of Conduct may result in termination of User’s access to the Site.

By accessing the Site, User agrees that User will not:

- a) Post, transmit, or otherwise make available through or in connection with the Site:
  - 1) Anything that is or may be: (i) threatening, harassing, degrading, hateful, or intimidating; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent, pornographic, or otherwise objectionable; or (v) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express prior consent of the owner of such right.
  - 2) Any material that: (i) would give rise to criminal or civil liability; (ii) encourages conduct that constitutes a criminal offense; or (iii) encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
  - 3) Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
  - 4) Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme," or investment opportunity, or any other form of solicitation.
  - 5) Any material, non-public information about a company without the proper authorization to do so.

- b) Use the Site for any fraudulent or unlawful purpose.
- c) Use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others (including privacy rights or rights of publicity), or harvest or collect Personal Information (as defined in the Policy) <http://www.NV5Geospatialsoftware.com/company/Pages/Privacy-Policy.aspx> about other users of the Site with proper authorization to do so.
- d) Impersonate any individual or entity, falsely state or otherwise misrepresent User’s affiliation with any person or entity, or expressly claim or imply that NV5GS endorses any statements User makes.
- e) Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, or violate any requirements, procedures, policies, or regulations of such servers or networks.
- f) Restrict or inhibit any other person from using the Site.
- g) Use the Site to advertise or offer to sell or buy any goods or services without NV5GS’s express prior written consent.
- h) Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any portion of, use of, or access to the Site.
- i) Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site.
- j) Remove any copyright, trademark, or other proprietary rights notice from the Site or related services or materials.
- k) Frame or mirror any part of the Site without NV5GS’s express prior written consent.
- l) Create a database by systematically downloading and storing Site content.
- m) Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without NV5GS’s express prior written consent.

Additionally, User acknowledges and agrees that User (and not NV5GS) is responsible for: (i) obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site; and (ii) paying all charges related thereto.

## 5. Products, Content, and Specifications

Descriptions and images of, and references to, third-party products or services available in connection with the Site do not imply NV5GS’s endorsement of such third-party products or services. All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on this Site are subject to change at any time, with or without prior notice. Certain measurements and similar descriptions are approximate and are provided for convenience purposes only.

NV5GS reserves the right, with or without prior notice, to: (i) discontinue or limit the available quantity of any product or service; (ii) honor or impose conditions on the

honoring of any coupon, coupon code, promotional code, or other similar promotion; and/or (iii) refuse to provide any user with any product or service.

## **6. Accuracy of Information**

NV5GS attempts to ensure that information on this Site is complete, accurate, and current. Despite its efforts, the information on this Site may occasionally be inaccurate, incomplete, or out-of-date. NV5GS makes no representation as to the accuracy or correctness of any information on this Site.

## **7. Registration; User IDs and Passwords**

User may be required to register with NV5GS in order to obtain a User ID and password necessary to access certain Services or areas of the Site. With respect to any such registration, NV5GS may refuse to grant User and User may not use any User ID that: (i) is already being used by someone else; (ii) may be construed as impersonating another person; (iii) belongs to another person; (iv) personally identifies User; (v) violates the intellectual property or other rights of any person; (vi) is offensive; or (vii) NV5GS rejects for any other reason in its sole discretion.

User ID and password are for User’s use only, and not for use by any other person. User is responsible for maintaining the confidentiality of any password it may use to access the Site, and agrees not to transfer User’s password or User ID, or to otherwise lend or transfer User’s use of or access to the Site, to any third party. User is fully responsible for all interaction with the Site that occurs in connection with User’s ID or password. User agrees to immediately notify NV5GS of any unauthorized use of User’s ID or password or any other breach of security related to User’s account or the Site, and to ensure that User logs-off from its account (if applicable) at the end of each session. NV5GS is not liable for any loss or damage arising from User’s failure to comply with any of the requirements set forth in the TOS.

## **8. Jurisdiction Issues**

The Site is controlled and operated by NV5GS (or by third-party service providers on NV5GS’s behalf) from the United States of America (“U.S.A.”), and is not intended to subject NV5GS to the laws or jurisdiction of any state, country, or territory other than that of the U.S.A. NV5GS does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the U.S.A. In choosing to access the Site, User does so on User’s own initiative and at User’s own risk, and User is responsible for complying with all local laws, rules, and regulations. User may be subject to U.S.A. export controls and is responsible for any violations of said controls, including any U.S.A. embargoes or other federal rules and regulations restricting exports. NV5GS may limit the Site’s availability, in whole or in part, to any person, geographic area, or jurisdiction NV5GS chooses, at any time and in NV5GS’s sole discretion.

## **9. Governing Law.**

The TOS shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without regard to its principles of conflicts of law. In the event of any

dispute or claim arising out of or in any way related to the Site, the Services, and/or the TOS, you agree to exclusive jurisdiction of the federal and state courts located in the Southern District of Florida, and User expressly waives any jurisdictional, venue, or inconvenient forum objections to such courts.

## 10. License

For purposes of clarity, User retains ownership of any information, content, and/or materials User submits through the Site (each, a “Submission”). However, please note that NV5GS needs certain rights to User’s Submissions to be able to make them available on the Site. As such, User hereby grants to NV5GS, the Affiliated Entities, and their respective service providers and designees a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), royalty-free, perpetual, irrevocable right and license, without compensation to User, to: use, reproduce, distribute, adapt (e.g., edit, modify, translate, reformat, etc.), create derivative works of, transmit, publicly display, and publicly perform such Submission, in any media now known or hereafter developed. This license is non-exclusive (so User can license its Submissions to others), worldwide (as the internet is global in its reach), fully-paid up and royalty-free (so that NV5GS does not have to pay User for posting its Submissions), sublicensable through multiple tiers (so that NV5GS can use its service providers and subcontractors to provide Services).

For each Submission, User represents and warrants that: (i) User has all rights necessary for it to grant the licenses discussed in this section of the TOS; and (ii) both the Submission and User’s provision thereof to and through the Site otherwise comply with this TOS and all applicable laws, rules, and regulations. User further irrevocably waives any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that User may have under any applicable law under any legal theory. NV5GS requests this waiver to help ensure that NV5GS has all the rights NV5GS may need to provide the Services available through the Site.

## 11. Monitoring

NV5GS, the Affiliated Entities, and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers, and service providers (collectively, the “Related Parties”) reserve the right, but do not assume the responsibility, to review, delete, edit, or otherwise alter all Submissions in any manner it deems fit. NV5GS may remove any Submissions that NV5GS deems, in its sole discretion, to be inappropriate, offensive, or NV5GS also reserves the right to access, read, preserve, and disclose any Submissions that NV5GS reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce this TOS, including investigations of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to support requests; (v) protect the rights, property, or safety of NV5GS, the Affiliated Entities, the Related Parties, users of the Site, and/or the general public; or (vi) achieve any other goal or purpose.



User expressly acknowledges and agrees that NV5GS will not be liable or responsible for the exercise or non-exercise of its rights under the TOS.

## 12. Proprietary Rights

The information and materials made available through the Site, including the Services: (i) are and shall remain the property of NV5GS, the Affiliated Entities, and/or the Related Parties (as applicable); and (ii) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Except as expressly authorized in prior written form by the holder of the relevant proprietary rights, User agrees not to copy, reproduce, modify, rent, lease, loan, sell, license, decompile, reverse engineer, publish, distribute, or create derivative works based on (whether in whole or in part), all or any part of the Site or any materials made available through the Site. All trademarks and service marks on the Site not owned by NV5GS are the property of their respective owners. The trade names, trademarks, and service marks owned by NV5GS, the Affiliated Entities, and/or the Related Parties, whether registered or unregistered, may not be used in connection with any product or service that is not owned by NV5GS, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting (whether by implication, estoppel, or otherwise) any license or right to use any of the trade names, trademarks, or service marks of NV5GS, the Affiliated Entities, and/or the Related Parties without the express prior written consent of the holder of the relevant proprietary rights.

## 13. Third-Party Websites and Services

The Site may contain links to websites and/or other online content that is owned and operated by third parties. NV5GS has no control over such websites and services, and they may provide links to the Site with or without NV5GS’s authorization. Accordingly, User expressly acknowledges and agrees that NV5GS, the Affiliated Entities, and the Related Parties: (i) are not responsible for the availability of such third-party websites or services (or for any links from such websites or services to the Site); (ii) do not endorse and are not responsible or liable for any content, advertising, products, or other materials available on or through such third-party websites or services; and (iii) shall not be liable for any loss or damages incurred in connection therewith.

USER AGREES THAT USER’S USE OF THIRD PARTY WEBSITES AND RESOURCES (INCLUDING ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS AVAILABLE ON OR THROUGH SUCH WEBSITES AND RESOURCES) IS AT USER’S OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

NV5GS shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

## 14. Disclaimer of Warranties

NV5GS, THE AFFILIATED ENTITIES, AND/OR THE RELATED PARTIES PROVIDE THE SITE AND ANY RELATED PRODUCTS OR SERVICES (INCLUDING THIRD-PARTY PRODUCTS OR SERVICES) ON A “AS IS” AND “AS AVILABLE BASIS,”

WITHOUT MAKING ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND WITHOUT LIMITING THE FOREGOING, NV5GS, THE AFFILIATED ENTITIES, AND THE RELATED PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, NON-INFRINGEMENT, AND TITLE.

USER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF USER’S ACCESS TO AND USE OF THE SITE AND ANY RELATED PRODUCTS OR SERVICES (INCLUDING THIRD-PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE REMAINS ENTIRELY WITH USER, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. NEITHER NV5GS, THE AFFILIATED ENTITIES, NOR THE RELATED PARTIES WARRANT THAT THE SITE OR RELATED CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, THE SERVICES, OR ANY INFORMATION CONTAINED THEREIN.

**15. Limitation of Liability.**

USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER NV5GS, THE AFFILIATED ENTITIES, THE RELATED PARTIES, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE AND RELATED PRODUCTS OR SERVICES WILL BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING THOSE RESULTING FROM LOST PROFITS OR ANTICIPATED PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT/TOS, OR FROM THE USE OR INABILITY TO USE THE SITE OR RELATED PRODUCTS OR SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH (OR CONTENT POSTED BY) NV5GS OR THIRD PARTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS FURTHER AGREE THAT USERS’ SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY RELATED PRODUCTS OR SERVICES IS TO STOP USING THE SITE AND/OR RELEVANT PRODUCTS OR SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF NV5GS, THE AFFILIATED PARTIES, AND THE RELATED PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY USER TO NV5GS TO ACCESS AND USE THE SITE.

While NV5GS intends to maintain the integrity and security of the Site and the servers from which the Site is operated, NV5GS does not guarantee that the Site will be or

remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors, and materials that violate or conflict with the TOS. Additionally, third parties may make unauthorized alterations to the Site. If User become aware of any unauthorized third-party alteration to the Site, contact us at: <https://www.NV5GeospatialSoftware/forms/sishelioscontactus> with description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

### **16. Indemnity.**

User specifically agrees to defend, indemnify, and hold harmless NV5GS, the Affiliated Entities, and the Related Parties from and against any and all claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or otherwise related to: (i) User’s use of, access to, interaction with, or activities in connection with the Site (including all Submissions and transactions); or (ii) User’s violation of the TOS.

### **17. Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send us a notice requesting that NV5GS remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send a counter-notice to NV5GS. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to:

**NV5 Geospatial Solutions, Inc.**  
 385 Interlocken Crescent, Suite 300  
 Broomfield, CO 80021  
 Tel. +1 (303) 786-9900 (ask for the office of the General  
 Counsel) Fax: +1 (303) 786-9909

NV5GS suggests that you consult your legal advisor before filing a notice or counter-notice.

### **18. Termination**

The TOS are effective until terminated. NV5GS, in its sole discretion, may terminate User’s access to or use of the Site and/or the Services, at any time and for any reason, including if NV5GS believes that User have violated or acted inconsistently with the letter or spirit of this TOS. User’s right to use the Site will immediately cease upon any such termination. User agree that any termination of User’s access to or use of the Site and/or the Services may be effected without prior notice, and that NV5GS may immediately deactivate or delete User’s User ID and password, and all related information and files associated with it, and/or bar any further access to such information or files. User agree that NV5GS, the Affiliated Entities, and the Related Parties shall not be liable to



User or any third party for any termination of User’s access to the Site or to any such information or files, and shall not be required to make such information or files available to User after any such termination. Sections 5, 6, and 8-23 of the TOS shall survive any such expiration or termination.

**19. Promotions**

User may be provided with the opportunity to participate in contests, sweepstakes, surveys, games, or similar promotions made available through the Site (collectively, "Promotions"). Please note that such Promotions may be governed by specific rules that are separate from the TOS. By choosing to participate in a Promotion, User will become subject to any additional applicable rules and they may differ from those explained in the TOS. NV5GS encourages User to review any relevant rules and conditions – including all applicable privacy policies – prior to participating in a Promotion.

**20. Notice for CA Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, User may contact NV5GS using the following:

**NV5 Geospatial Solutions, Inc.**  
 385 Interlocken Crescent, Suite 300  
 Broomfield, CO 80021  
 Tel. +1 (303) 786-9900 (ask for the office of the General  
 Counsel) Fax: +1 (303) 786-9909

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**21. Forward Looking Statements**

Statements in any news release of NV5 Global, Inc. and NV5GS contained on the Site or communicated orally or in writing that concern NV5GS or NV5GS’ management and are not historical facts are “Forward-Looking Statements.” Forward-Looking Statements might include, for example, statements that: (i) include the words “believes,” “expects,” “anticipates,” “estimates,” or words of similar importance or meaning with reference to NV5GS or NV5GS’ management; (ii) are specifically identified as forward-looking; (iii) describe any of NV5GS’ plans, objectives, or goals for future operations and products; or (iv) concern the characteristics and growth of NV5GS’ markets or customers or NV5GS’ expected liquidity and capital resources.

Forward-Looking Statements are only predictions involving important factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement. Those important factors and risks might include, for example, economic, competitive, governmental, and technological factors affecting NV5 Global,

Inc. and NV5GS’ operations, markets, products, services, and prices. Important factors and risks are described in the current annual report filed with the SEC, and may be detailed from time to time in additional reports and other filings of NV5 Global, Inc. filed with the SEC. Copies of the most recent reports and other filings can be accessed through the SEC EDGAR system located at [www.sec.gov](http://www.sec.gov) or may be obtained at no charge from NV5 Global, Inc.. NV5 Global, Inc. expressly disclaims any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

## **22. Ability to Enter into this Agreement**

By accessing and/or using the Site or the Services, User affirms that User is of legal age to enter into the TOS or, if User is not, that User has obtained any necessary parental or guardian consent to enter into the TOS.

## **23. Miscellaneous**

The TOS do not, and shall not be construed to, create any partnership, joint venture, employer- employee, agency, or franchisor-franchisee relationship between User and NV5GS. If any provision of the TOS is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from the TOS and will not affect the validity and enforceability of any remaining provisions. User may not assign, transfer, or sublicense any or all of its rights or obligations under the TOS without the express prior written consent of NV5GS. NV5GS may assign, transfer, or sublicense any or all of its rights or obligations under the TOS without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. 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. User agrees that a printed version of the TOS and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. NV5GS will not be responsible for failures to fulfill any obligations due to causes beyond its control. In the event there is a conflict between the terms of the TOS and the terms of any other document forming a part of an agreement hereunder, the terms of the TOS shall control unless there is an express reference in the purchase order to the applicable section of the TOS with a statement that the section is being modified as set forth therein.

## **24. General Data Protection Regulation (EU 2016/679)**

If applicable, User will comply with GDPR which means the General Data Protection Regulation (EU 2016/679) effective May 25, 2018 and any legislation or regulation which amends or replaces it.

## **25. Contact Us**

If User has any questions or comments about the TOS or his/her application to User’s use of the Site, please contact NV5GS by telephone at +1 (303) 786-9900 and ask

for the office of the General Counsel. User may also reach NV5GS by writing to NV5GS at the following address: NV5 Geospatial Solutions, Inc. at 385 Interlocken Crescent, Suite 300, Broomfield, CO 80021.

Please be sure to include your name, address, and e-mail address in any correspondence to NV5GS so that NV5GS can strive to respond to your inquiry in a timely manner. User should also be aware that e-mail communications will not necessarily be secure; accordingly, User should not include credit card information or other sensitive information in User’s e-mail correspondence with NV5GS.