

TERMS of SERVICE

Contract version effective from June 1, 2023.

ICD SERVICES ("ICD", "Company", "us", "we", or "our") operates <https://icdservices.com> and <https://logiteasy.com> (the "Sites") and provides following services:

- o LOGitEASY™ Soil Logging eForm, Boring Log & Geologic Cross Section Software
- o Boring Log (gINT/LogPlot) & AutoCAD Drafting Services
- o Do-it-Yourself (DIY) Report Figures (Site Location Maps, Site Plans, Utility Maps, Groundwater Elevation Contour Maps)

Access to the ICD sites and products is granted after creating an account. Subject to your compliance with these terms and conditions, each user will be required to create an account and set a password (the "Account") in order to access the sites and use the products. User passwords cannot be shared in any way or with anyone. It is important that you provide ICD with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. You will notify ICD immediately of any unauthorized use of your Account. Please note that you shall remain solely responsible for all activities that occur in your Account, whether you know about the activity, or not.

If you sign up for our services or create an account through our websites (<https://logiteasy.com> or <https://icdservices.com>), these Terms of Service (TOS) take effect when you click 'Login' in either of our workspaces – (ws.logiteasy.com or ws.icdservices.com).

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ICD Services is partnering with other service providers for specific services or tools, for example, with Stripe (software platform for credit card payment processing). All services provided by our partners are subject to their Terms of Service and subject to your compliance with these Terms.

SCOPE of SERVICES

ICD SERVICES (ICD) provides the following report maps and figures - boring/well logs, Geologic Cross Sections, AutoCAD figures and DIY report figures:

- Boring/well logs:
 - from handwritten field notes or historical logs (LogPlot or gINT software) or
 - from data entered into the LOGitEASY™ Electronic Field Form (eForm) - (LOGitEASY™ (DIY), LogPlot or gINT software) & data files
- Geologic Cross Sections:
 - generated online from boring logs created using the LOGitEASY™ eForm (DIY)
 - drafted from PDF boring logs / field notes, using AutoCAD software
- AutoCAD figures:
 - site maps
 - site location/topo maps
 - groundwater elevation contour maps
 - groundwater analytical result maps
 - analytical isoconcentration maps
 - geologic cross sections
- DIY Report Figures:
 - site location/topography maps
 - site plans (aerial or street) with option to add additional data:
 - boring and well locations from LOGitEASY eForm data
 - manually added survey points, boring and well locations
 - uploaded survey information of site features in GeoJSON format
 - imported Google Earth™ (.kml/.kmz format) files
 - free hand-drawn site features (USTs, buildings, underground utilities, etc.)
 - groundwater elevation contour maps

APPROACH

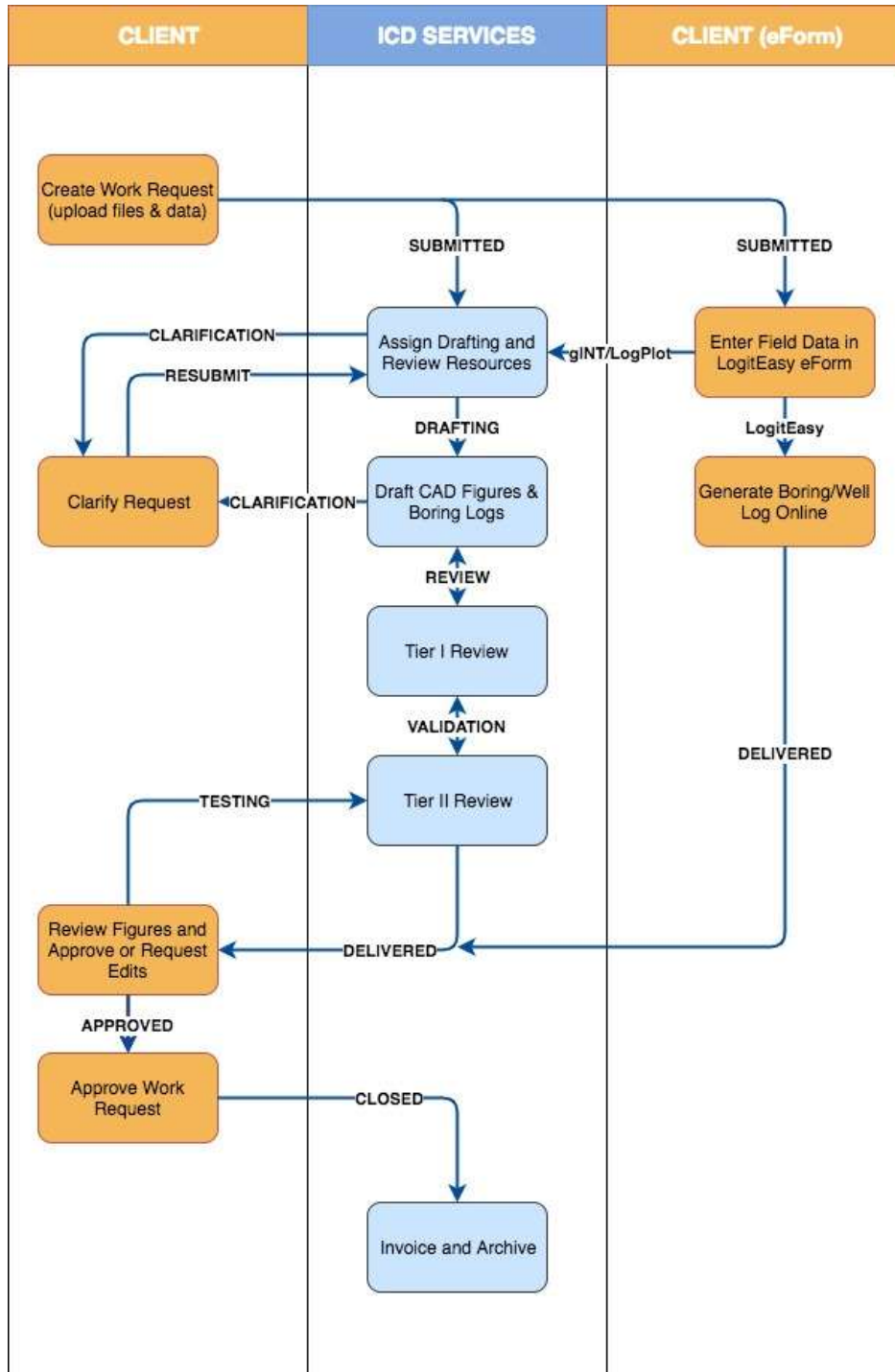
Figure and boring log requests are submitted and delivered via the ICD SERVICES/LOGitEASY Workspaces, cloud-based ordering systems. Using these systems, CLIENT employees are able to:

- enter new work requests (also add the necessary files and comments)
- enter field data into the LOGitEASY eForm, generate DIY boring/well logs (LOGitEASY software) or request boring/well log drafting from the electronic field data (LogPlot/gINT).
- generate DIY geologic cross sections online from the soil data entered in the eForm
- generate DIY report figures online (site location maps & site maps with survey information)
- track the status of work requests (submitted, drafting, review, validation, or delivered)
- approve work requests or request additional edits
- add new offices, sites, clients, assign project managers to individual sites
- restrict viewing rights for individual sites and requests to specific employees
- add new staff members as workspace users
- download completed figures and logs

Drafting work requests go through the same process to ensure efficiency, consistency and quality of the work done. The following request statuses are predefined in the workspace:

- **Submitted:** work release is created (idle status, the work has not started); If using LOGitEASY eForm, this step is used for entering data into the LOGitEASY eForm;
- **Drafting:** work release is assigned to a drafter;
- **Clarification:** work can't be continued without additional information;
- **Review:** first tier QA – work release is being tested for errors (Tier I);
- **Validation:** second tier QA - work release is reviewed for look & feel (Tier II) - optional;
- **Delivered:** figures are ready to be downloaded by the Client; If using LOGitEASY eForm, the 'Delivered' status is assigned once the FINAL PDF logs are generated. Then, geologic cross sections can be generated under the 'Boreholes' tab
- **Testing:** edit request submitted by the Client;
- **Approved:** work release is approved by the Client; the Customer is responsible for reviewing deliverables received within 5 days. If no written motivated claims are submitted, the deliverable shall be deemed to have been accepted.
- **Closed:** the request is completed and invoiced.

The diagram below depicts every step of a work release, including status changes, person assignments for the work release, as well as the CLIENT and ICD responsibilities at particular points within the lifecycle of the work request.



DELIVERABLES

Standards –

Figures are prepared in accordance with ICD standards unless there are specific standards defined by the client.

Files –

For each work request, CLIENT receives the requested figure in the following formats:

AutoCAD Figures:

- AutoCAD (DWG), and
- Adobe Acrobat (PDF).

Boring and Well Logs:

- Boring/Well Log in Adobe Acrobat (PDF) format,
- Data file in Excel, LogPlot or gINT compatible format (Premium Logs & Log Drafting),
- Boring/Well Log header includes client's logo,
- Examples of LOGitEASY, LogPlot and gINT format logs are available at: <https://logiteasy.com/more/boring-log-templates.php>

Once boring logs are finalized, DIY geologic cross sections can be created online (under the 'Boreholes' tab (applies only to LOGitEASY eForm Premium Logs). DIY Geologic Cross Sections are delivered in Adobe Acrobat (PDF) format.

DIY Report Figures:

- Site Location/Topographic Maps are delivered as Adobe Acrobat (PDF) files, including standard titleblock (Letter), site address, client logo, state/country boundary outline and Lat&Long coordinates, on Mapbox or USGS topographic map underlays.
- Site Plans & Groundwater Elevation Contour Maps are delivered as Adobe Acrobat (PDF) files, including standard titleblock (Tabloid), site address, client logo, and site feature locations, either uploaded as survey information (in GeoJSON format), added manually or entered using the LOGitEASY eForm (borings and wells).

AutoCAD Figures –

ICD prepares the requested figures according to work requests submitted through ICD/LOGitEASY Workspace – cloud-based work ordering system. The maps are prepared in AutoCAD (dwg) format, based on data provided by CLIENT (for groundwater contour and analytical maps data are required in MS Excel format). Boring/Well logs are prepared using LOGitEASY/LogPlot/gINT software (selection is made by the client when creating the request) using standard or custom templates. The maps and logs are saved on ICD servers, where client users can download them. Following Approval of a work request (manual approval by the client or five days after DELIVERED status is assigned), ICD may permanently delete CLIENT's data from its servers.

CLIENT is responsible for taking all necessary steps to back up any data and files generated as part of each work request.

ICD will make best efforts to preserve the confidentiality and integrity of the data uploaded or electronically entered into ICD's websites by CLIENT.

Quality Control –

ICD performs quality control – reviewing data and mapping integrity. We use two tier quality control: first, the figures are reviewed for data accuracy and second, the data are reviewed for look and feel and any inconsistencies that could be caused by software interpretation errors (optional).

For logs drafted from field notes, ICD will apply all reasonable means to accurately and completely transfer recorded data, regardless of legibility or format, into its log templates.

Acceptance criteria –

- a) maps and logs are prepared in the agreed timeframe
- b) maps are saved in DWG and PDF format on ICD Servers
- c) logs are prepared according to the selected template
- d) logs are saved in PDF and LOGitEASY/LogPlot/gINT compatible data formats on ICD Servers
- e) maps are prepared in the requested scale and match provided analytical data
- f) DIY boring & well logs, geologic cross sections and report figures can be previewed before being finalized. Once the final figures are generated, they can be downloaded (boring & well logs) or are sent to the client via email (DIY cross sections and DIY figures), and are considered accepted and approved.

Turnaround time (TAT) –

- a) Regular TAT for the AutoCAD maps is 6 business days. A faster TAT (3 business days) is possible, but not guaranteed, would require specific notification, and incur surcharges (x2). For complex site maps/figures, please allow 12 business days. • We also appreciate longer turnaround times, allowing us to keep our low pricing on all figures.
- b) Edit requests - We're striving to get all edit requests back within 2 business days (for regular TAT) and within 1 business day (for expedited TAT).
- c) LOGitEASY template logs (created from data entered into the LOGitEASY eForm) are available instantly.
- d) LOGitEASY geologic cross sections (created from data entered into LOGitEASY eForm) can be generated online after boring/well logs are finalized (delivered).
- e) DIY Report figures (Site Location Maps, Site Plans, Groundwater Elevation Contour Maps) are generated online and are emailed to the client user requesting the figures.

Edit requests typically originate from one of three sources and are issues that must be fixed:

- a) Problem reports that identify oversight of original work request instructions.
- b) Unclear instructions or misunderstanding of original work request instructions.
- c) Minor edits or minor details that were left out in the original work request (usually requires about 30 minutes or less to complete).

Assumptions for drafting requests –

- a) A typical site map is about the size of a gas station, including a building, dispensers/canopy/UST field or other site features, monitoring wells.
- b) A typical Geologic cross-section includes up to 7 wells/soil borings, with or without survey data, excluding any soil or groundwater analytical data.

- c) GW elevation and analytical data are provided in MS Excel format, including the following information: site number, sampling date, quarter and year for which the map is being made, well numbers and their coordinates, ground water levels and BTEX, etc. concentrations.
- d) A typical boring/well log is not deeper than 200 ft, field notes are legible and checked and corrected for adherence to USCS standard before submitting for drafting.
- e) CLIENT is fully responsible for the correctness of the analytical and baseline data provided to ICD.
- f) If no comments or change requests have been submitted 5 (five) working days after the maps have been delivered (assigned DELIVERED status), the figures are considered to be accepted by CLIENT and APPROVED status is assigned.

Project Start-Up

DATA UPLOAD

Upon starting the project, client provides its logo in jpeg/dxf format, titleframe in dwg format, all site information (client name, unique site number, address and project manager's name and email address) in MS Excel format for ordering and billing purposes (work requests are submitted according to the site numbers and billed to the respective project managers). This information is then uploaded to the Workspace. Additionally, the original CAD files (if available) are provided to ICD for standardization. Client & site information can also be added manually.

STANDARDIZATION

If required, site maps are standardized according to the standards agreed upon between CLIENT and ICD. Standardization includes fonts, title frame, symbols (wells, borings, north arrow, scale, etc.), line types, layer control, line colors, layouts, map rotation for proper North direction and file naming standards. If no CAD file exists, standardization entails creating a site map from a legible PDF sketch. Standardization price does not include adding/converting symbols of the historic soil borings, utility lines, historic data (analytical/groundwater), excavations, etc. Figure examples are available here:

<https://icdservices.com/services.php>

USERS

CLIENT provides a list of persons and their contact information (e-mail address and phone) needing access to the Workspace. Existing CLIENT users can also create additional users under the USERS tab of the Workspace.

FIGURES

Maps are delivered to CLIENT in AutoCAD and Adobe Acrobat (PDF) formats within six business days (standard TAT) after the request has been submitted in the Workspace. Current data are stored on ICD Servers, powered by Digital Ocean servers in the US.

Commercial Terms

ICD offers its services to CLIENT according to the actual fee schedule available at Annex 1 of these Terms of Service.

LOGitEASY Pricing Plans

FREE LOGS

LOGitEASY's free boring log software service (Free Logs) is free. We created Free Logs for all geotechnical and environmental consultants that aspire to improve their geological logging and boring log preparation capabilities, but currently don't have the tools, support, or financial resources to do so. Use it as often as you like, both in the field and office, when you need fit-for-purpose boring log software and great looking environmental or geotechnical boring and well logs.

Free Logs includes basic soil logging functionality, single well construction, and a LOGitEASY environmental or Geotechnical PDF log. Once the log is finalized, free eForm is locked and cannot be edited. To edit finalized free eForm, switch to Premium Logs (within the eForm, under 'Settings'). A digital data file (Excel) is available for \$10/log. Once the data file is purchased, boring log can be used to create DIY geologic cross sections online for free.

PREMIUM LOGS: Pay-As-You-Go

LOGitEASY's premium boring log software service (Premium Logs) is priced on a fixed-fee (per log) basis because we believe this is the most transparent way of demonstrating the process cost of our services. We developed this pricing with the objective of helping companies achieve cost savings in boring log preparation. We provide a Cost Savings Estimator and encourage you to use this tool before each project, to determine if electronic field data collection will be more cost-effective than your current paper-based process, and if so, to estimate the potential cost savings.

Premium Logs pay-as-you-go pricing (per log, completed logs invoiced monthly), applies to logs created from data entered into the LOGitEASY eForm. The cost of Premium Logs includes use of the LOGitEASY eForm web-based software with advanced functionality. Pay-as-you-go pricing includes a choice of gINT or LogPlot log templates and data files. Online Geologic Cross Section functionality is included free of charge in Premium Logs Pay-As-You-Go plan.

As with Free Logs, there are no license fees and no annual maintenance or upgrade fees associated with the use of LOGitEASY eForm. Unlike one-time software license purchases and ongoing fees that increase company overhead and financial risk, use of the LOGitEASY eForm is a project-level decision and expense and therefore it does not increase company overhead or financial risk. Project Managers can decide whether to use the LOGitEASY eForm to create logs on a given project, and when they use it, they can clearly see whether or not it has added value to the project.

If LOGitEASY standard templates do not meet your requirements, instead of creating a final PDF in LOGitEASY format, you can request our drafting services in gINT/LogPlot formats for \$25/log (complex custom templates could incur extra charges).

Lastly, from a customer satisfaction and continual improvement standpoint, the pay-as-you-go model means that we are not done after a one-time software sale to you but are continuously striving to earn your business one project at a time.

PREMIUM LOGS: All-You-Can-Log Subscription

LOGitEASY's premium boring log software service (Premium Logs) is also priced on a per user, monthly fee basis (billed monthly or annually). We developed this pricing at the request of those users that regularly create many boring logs and

desire the convenience of unlimited use of our software. The more logs you create using this option, the lower your cost per log. This option is also suited for those companies where a limited number of people are involved in creating logs.

LOGitEASY All-You-Can-Log Subscription allows unlimited use of the LOGitEASY eForm and creating unlimited draft and final PDFs in LOGitEASY standard environmental and geotechnical boring and well logs. Optionally, we can also provide data files and templates in gINT and LogPlot formats, comparable with our standard templates. Online Geologic Cross Section functionality is included free of charge in Premium Logs Pay-As-You-Go plan.

gINT and LogPlot users interested in integrating our software's field logging capabilities with their current desktop software will also find this option's deliverables especially designed for that purpose. The deliverables include an instant: 1) LOGitEASY PDF template log for visualizing field data and draft version presentation to clients, and 2) gINT or LogPlot data file for finalizing the log in your own software/template. Custom gINT or LogPlot data files can be created on Time & Material basis.

LOGitEASY All-You-Can-Log Plan is priced per user. It is against our Terms of Service to share usernames and passwords between staff members. To transfer eForm edit rights to another staff member, use CHANGE LOGGER button in the request. If eForm logging rights are transferred to a staff member using the Pay-As-You-Go Plan, boring logs are charged \$10/Log.

If borehole coordinates are entered in the eForm (or Workspace - Boreholes tab), boring lithology can also be viewed on a map, as well as compared to other borings in the vicinity.

If LOGitEASY standard templates do not meet your requirements, instead of creating a final PDF in LOGitEASY format, you can request our drafting services in gINT/LogPlot formats for \$25/log (complex custom templates could incur extra charges).

DIY REPORT FIGURES: Pay-As-You-Go or Subscription

Similarly as LOGitEASY's Premium Logs service, DIY Report Figure service is priced on Pay-As-You-Go or Monthly/Yearly Subscription basis. Figures can be generated online on aerial, street or topography background, including LOGitEASY boring and well locations, with or without additional survey points and lines.

DIY Figures can be used for any project requiring site plans, topographic maps, or groundwater elevation contour maps. Simply add client, add site, site address, Lat, Long coordinates, and generate figures online, including title block, site information and your logo. Survey points can be added to maps in various ways:

- manually, entering point Lat,Long coordinates,
- uploading a csv file,
- uploading a GeoJSON survey file,
- importing a Google Earth™ (.kml or .kmz) file,
- as LOGitEASY boreholes (using the field logging eForm)

If using pay-as-you-go plan, you can purchase sets of 5 different zoom figures at a discount (\$20/set of 5 figures). For those who conduct regular Phase I and Phase II Environmental Site Assessments (ESAs), we offer unlimited use of our DIY

Report Figure service on monthly or annual subscription basis. The cost effectiveness of the subscription depends on a number of figures you create.

Data Ownership

LOGitEASY PREMIUM LOGS (Pay-as-you-go & All-you-can-log) service – all data entered by or on behalf of the Client in the LOGitEASY eForm and PDFs generated using LOGitEASY Premium Logs Service (including but not limited to boring and well log lithology, sampling, measurement and construction data) **are owned by the Client**. ICD SERVICES can analyze to aggregate data to provide data trending and analysis for commercial exploitation by creating new products and services for the Client.

If authorized by the Client, ICD SERVICES can analyze and use these data for commercial exploitation by creating new products and services, using the processed data to enhance its operations, products or services, and license the data to third parties.

LOGitEASY FREE LOGS service – all data entered by or on behalf of the Client in the LOGitEASY eForm and PDFs generated using LOGitEASY Free Logs Service (including but not limited to boring and well log lithology, sampling, measurement and construction data) **are owned by ICD SERVICES**. ICD SERVICES can analyze and use these data for commercial exploitation by creating new products and services, using the processed data to enhance its operations, products or services, and license the data to third parties. Purchasing data file transfers all data ownership to the Client.

Payment terms

Payment Method

When you purchase any Pricing plan or order any work from ICD, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your purchase either the payment method acceptable to ICD and which you provide, such as a credit card, ACH or through an intermediary provider we use, such as Stripe (“Agent”). You must promptly notify ICD of any change in your invoicing address and must update the Account with any changes related to your payment method.

Pre-Paid

Unless agreed otherwise, all subscriptions and pay-as-you-go DIY boring log and DIY map services are pre-paid. We are partnering with stripe, one of the best software platforms for credit card payment processing. All boring logs and maps can be previewed before payment.

Invoicing

AutoCAD, Boring Log Drafting, and Consulting services are invoiced monthly for actual work performed and **are charged on the day the invoice is issued**. Unless agreed otherwise, a valid credit card must be on file and you authorize us to deduct your charges against that card. You’ll replace the information for any card that expires with information for a valid one. If your card is automatically replaced with a new card by your bank, you acknowledge and agree that we’re authorized to deduct any charges on your account against the new card. Anyone using a card represents and warrants that they are authorized to use that card, and that any and all charges may be billed to that card and won’t be rejected. If we’re unable to process your card order, we’ll try to contact you by email and suspend your account until your payment can be processed.

If you have been our client before January 20th, 2021, you can request 30 day payment terms; however, you authorize us to deduct your charges against the credit card on file if no payment is made in 30 days from ICD’s invoice date.

You may also request paying our invoices via electronic wire transfer to ICD's bank accounts in USA or EU; having credit card on file as a back-up payment option. You authorize us to deduct your charges against the credit card on file if no payment is made in 30 days from ICD's invoice date.

Checks are not accepted.

We may, in our sole discretion, refuse providing services to any person or entity and change eligibility criteria at any time, including if you fail to comply with the TOS.

Taxes

The Fees exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product covered hereby. Unless you provide a valid, signed certificate or letter of exemption for each respective jurisdiction of its tax-exempt status, you are solely responsible for payment of all taxes, levies, duties, assessments, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "Taxes") arising from ICD provision of the services hereunder, except any taxes assessed on ICD net income. If ICD is required to directly pay or collect Taxes related to your use of the Sites or products hereunder, you agree to promptly reimburse ICD for any amounts paid by ICD.

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Place of supply of services by ICD is Republic of Latvia. Laws and government regulations of the Republic of Latvia and applicable EU regulations.

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Resourcing and information

Ansis Guslens is the consultant being responsible for all deliverables for CLIENT and all contacts with CLIENT. If you need any further information, please contact Ansis Guslens, CEO, E-mail: ansis.guslens@icdservices.com; or info@icdservices.com, info@logiteasy.com, (312) 239-0505

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ICD SERVICES ("ICD", "Company", "us", "we", or "our") operates <https://icdservices.com> and <https://logiteasy.com> (the "Sites")

ANNEX 1

ICD services fee schedule (sites with up to 30 sampled monitoring wells):

AutoCAD drafting:

- site map standardization* – **\$60**
- site location/topo map – **\$40**
- groundwater elevation contour map– **\$40**
- groundwater analytical result map– **\$40**
- analytical isoconcentration map – **\$40**
- geologic cross-section (up to 7 wells/borings)** – **\$90**
- time & material AutoCAD 2D/data reduction work – **\$50/hour***
- time & material LogPlot/gINT services - **\$50/hour***
- time & material GIS Specialist/ AutoCAD 3D work – **\$60/hour***

Boring/Well Log services:

- FREE Logs – DIY Boring/Well log from LOGitEASY eForm data
 - LOGitEASY template (instant) **FREE*****
- PREMIUM Logs – DIY Boring/Well log from LOGitEASY eForm data
 - LOGitEASY template (instant) **\$10**
 - Geologic Cross Section from LOGitEASY logs (instant) **FREE**
 - LogPlot/gINT template**** **\$25**
- boring or well log drafting from field notes/historical**** **\$35**
- Subscription (unlimited number of DIY boring logs and cross sections):
 - Single (billed monthly/annually) **\$99/\$49**
 - Team (5 users) (billed monthly/annually) **\$199/\$129**
 - Company (10 users) (billed monthly/annually) **\$349/\$199**
 - Enterprise **[contact us](#)**

DIY Report Figures:

- Site Location Map (Mapbox or USGS Topographic Map underlay) – including standard titleblock, site address, client logo, state/country border contour & coordinates:
 - One zoom level **\$10**
 - 5 figures with different zoom levels **\$20**
- Site Plan – including standard titleblock, site address, client logo, and survey information (added from eForm, manually, uploaded as GeoJSON file, or free hand drawn):
 - One zoom level **\$10**
 - 5 figures with different zoom levels **\$20**
- Groundwater Elevation Contour Map – including standard titleblock, site address, client logo, and survey information (added from eForm, manually, uploaded as GeoJSON file, or free hand drawn):
 - One zoom level **\$15**
- Soil or Groundwater Analytical Map – including standard titleblock, site address, client logo, and data boxes with formatted data pasted from MS Excel or other data management software):
 - One zoom level **\$15**

- Subscription (200 DIY figures & file exports per month):
 - Billed monthly **\$99/month/user**
 - Billed annually **\$49/month/user**

*Additional charges may apply for adding utilities, historical boring logs, sampling points, monitoring wells, excavations, historical analytical/groundwater elevation and contour data, complex tasks and expedited TAT work requests (expedited TAT charges are double the standard fees).

**Additional charges apply for adding analytical data, groundwater elevations and contamination plumes.

***We reserve the right to cancel free service / limit number of generated free logs at any time.

****Additional charges may apply for: borings/wells deeper than 200 ft, adding particle % distribution, grain shape, mineral composition, remarks, additional measurements, Munsell color translations, custom description sequence, custom templates, illegible handwriting.

One day of consulting work is 8 hours and will be done during normal office hours

Changes requested to approved figures and logs are billed on a Time & Material basis.

Additional charges (x2) apply to expedited TAT requests (except Edit Requests).

These commercial terms may be superseded by project-specific commercial terms.

We may offer service discounts from time to time, as advertised on our websites, and any provision of such discounts is governed by the terms and policies concerning the discounts.