

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective on December 11, 2025 (“Effective Date”), is by and between the Yahara Watershed Improvement Network (“Customer”) and Agrograph, Inc., a Wisconsin corporation (“Agrograph”) with an address of P.O. Box 8046, Madison, WI, 53705 for data collection services as set forth in this Agreement.

### I. Agrograph Services and Deliverables.

#### a. Agrograph agrees to:

- i. conduct an analysis of agriculture fields utilizing satellite data and remote sensing methodology (“Services”) to collect the following information (“Data”) on the following “Variables”:
  - Crop type
    - Four categories: corn, soybean, alfalfa, and other (represents croplands producing crops outside of these four which may be grown in either winter or summer).
  - Percent residue after Fall Tillage
    - Three categories:
      - Conventional tillage: <30% crop residue
      - Conservational tillage: 30 – 60% crop residue
      - No-tillage: >60% crop residue
  - Percent residue after Spring Planting
    - A continuous variable between 0 to 100 percent representing percentage of crop residue left during spring planting.
  - Presence of cover crop
  - Priority level for intervention
    - Scale of 1 – 5
- ii. to provide Customer with reports of the collected Data and said analysis for each field in the TMDL Stream Reach, as defined in the District’s Adaptive Management Plan, to be shared via API and/or .csv files, in a mutually agreed upon format that is usable by Customer, as well as any and all keys

or passwords needed for Customer to access same (collectively, “Deliverables”).

- b. Agrograph will utilize 30m resolution imagery to determine the Variables. This is approximately four pixels per acre.
- c. Variables shall be calculated for the three years prior to the term of the Agreement (Spring 2023-Fall 2025).
- d. The Data shall be updated twice per year during the term of the Agreement (after spring and fall).

## II. Pricing.

Agrograph shall provide the Services and Data at the following rates:

TMDL Reach	Agriculture Acre Estimates	Year One	Year Two
62	4,766	\$2,860	\$715
63	5,430	\$3,258	\$815
64	60,462	\$36,277	\$9,069
65	489	\$293	\$73
66	19,674	\$11,804	\$2,951
67	6,253	\$3,752	\$938
68	8,264	\$4,958	\$1,240
69	37,437	\$22,462	\$5,616

## III. Schedule for Rendering Services.

- a. Agrograph is authorized to begin services as of the Effective Date.
- b. The specific periods of time for performing Services and/or specific dates by which Services are to be completed (“Schedule”) shall be as set forth in the Schedule of Services, Exhibit A to this Agreement.

- c. If Agrograph is hindered, delayed or prevented from performing the Services according to the Schedule as a result of any act or neglect of Customer (or those for whom Customer is responsible) or force majeure, the Schedule may be extended by the period of the resulting delay and the rates and amounts of Agrograph's compensation may be adjusted as agreed to by the parties in writing.
- d. Force majeure includes, but is not limited to, acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies. Force majeure does not include: (a) shortages of supervisors, labor, or equipment; (b) delays by Agrograph; (c) failure of Agrograph to pay amounts due and owing under this Agreement; and (d) increased costs of the Services due to general economic or industry conditions.
- e. If Agrograph believes that an adjustment to the Schedule is appropriate for reasons set forth in this Section, Agrograph must advise Customer in writing within one week of the event(s) giving rise to the need for the delay and/or change in the Schedule.

#### IV. Term of Agreement.

This Agreement shall commence on the Effective Date and shall remain in effect for twenty-four (24) months unless terminated earlier, with the option to renew additional one-year terms pursuant to the terms set forth in this Agreement.

#### V. Compensation, Invoices, and Payments.

- a. Customer shall pay Agrograph for the Services properly performed or furnished pursuant to the terms and conditions of this Agreement.
- b. Customer shall pay all undisputed invoices within thirty (30) days of receipt. Late payments may incur interest at 1.5% per month or the maximum rate permitted by law.
- c. Agrograph shall maintain a system of internal controls to ensure efficient and proper processing and application of funds used and received from Customer related to this Project. Funds shall be applied by Agrograph for the purposes for which they have been paid by Customer.

VI. Agrograph's Responsibilities.

- a. The standard of care for all professional and related services performed or furnished by Agrograph and Agrograph's personnel under this Agreement will be the professional standard of care and practice defined as the practice ordinarily used by members of Agrograph's profession practicing under similar circumstances at the same time and in the same locality on similar projects.
- b. Agrograph shall furnish all services, supplies, tools, and equipment appropriate and necessary to accomplish the Services in a professional and expeditious manner consistent with the standard of care set forth above.
- c. Agrograph shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and Customer shall not be responsible for discovering deficiencies, if any, in them. Agrograph shall correct known deficiencies in its instruments of service without additional compensation.
- d. Agrograph is not acting as a municipal advisor as defined by the Dodd-Frank Act. Agrograph shall not provide advice or have any responsibility for municipal financial products or securities.
- e. Agrograph shall be responsible for Agrograph and Agrograph's own agents and employees and shall not be responsible for the acts or omissions of Customer or Customer's agents and employees who are furnishing or performing any work on the Project.

VII. Customer's Responsibilities.

- a. Customer shall provide Agrograph with criteria and information as to the Customer's requirements for the Services, including objectives and constraints, performance requirements, and any budgetary limitations.
- b. As reasonably requested by Agrograph, Customer shall furnish or otherwise make available additional project-related information and data as is reasonably required to enable Agrograph to complete the Services.
- c. Agrograph may reasonably rely upon the accuracy and completeness of all information furnished by Customer. Agrograph may not rely on information

furnished by Customer that Agrograph knows or has reason to believe is not accurate. Agrograph shall immediately inform Customer of any inaccurate or incomplete information.

VIII. Ownership and Use of Deliverables.

- a. All intellectual property rights in and to the Data remain the exclusive property of Agrograph.
- b. Customer agrees not to resell, share, sublicense or distribute the Data beyond its member entities.
- c. Customer and its member entities shall have the right to further analyze, use, and apply the Data as they deem necessary, without the need for further permission or licensing from Agrograph, so long as Customer and its member entities act in conformance with subsection VIII(b) above.

IX. Indemnification.

- a. To the extent permitted by law, Agrograph shall indemnify and hold harmless Customer and its officers, insurers, directors, agents, and employees (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against claims, costs, losses, expenses and damages (including but not limited to all reasonable fees and charges of Agrographs, architects, attorneys, and other professionals, and all court, mediation, or other dispute resolution costs) because of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by Agrograph’s negligent or intentional acts or omissions.
- b. To the extent permitted by law, and to the extent this Section does not waive the protections provided to Customer under Wis. Stat. § 893.80(3), Customer shall indemnify and hold harmless Agrograph and its officers, directors, employees, agents and Agrographs from and against all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of Agrographs, architects, attorneys, and other professionals, and all court, mediation, or other dispute resolution costs) provided that any such claims, costs, losses, or damages

are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligence of Customer.

X. Limitation of Liability.

- a. To the maximum extent permitted by law, Agrograph's total cumulative liability under this Agreement shall not exceed the total amount paid by Customer to Agrograph through the date of the claim.
- b. Agrograph shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, even if advised of the possibility of such damages.

XI. Termination.

- a. This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business days written notice of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.
- b. Customer may immediately terminate this Agreement without penalty, in whole or in part, with written notice to Agrograph, if funds are no longer available from anticipated sources of revenue.
- c. In addition, upon the occurrence of one or more of the following events, either party may, after giving the other party written notice, terminate this Agreement:
  - i. If the other party commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect or takes any equivalent or similar action by filing a petition or otherwise relating to bankruptcy, receivership, or insolvency.
  - ii. If a petition is filed against the other party under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against

Contractor under any applicable laws in effect at the time relating to bankruptcy, receivership, or insolvency.

- iii. If the other party makes a general assignment for the benefit of creditors.
  - iv. If the other party admits in writing an inability to pay its debts generally as they become due.
- d. If this Agreement is terminated, Agrograph shall be paid for Services properly performed to the effective date of termination, including reimbursable expenses. In the event of termination, Customer will receive electronic files of all Project Deliverables (defined below) within the Task Order or Project completed by Agrograph up to the date of termination. Electronic files shall be in a mutually agreed upon format that is usable by Customer and shall be subject to Section XII below.

## XII. Use of Documents and Electronic Files

- a. Agrograph may retain its documentation related to the Services and Deliverables, including work papers, documents, spreadsheets, and electronic data, provided that all such documentation remains confidential and is not disclosed to third parties except where disclosure is expressly required by law and subject to the confidentiality provisions of Section XII below. Customer acknowledges that Agrograph may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If required by law, regulation, or professional standards to make certain documentation available to Agrograph's regulators, Customer authorizes Agrograph to do so but only after providing prior written notice of such disclosure to Customer.
- b. Notwithstanding the foregoing, Agrograph shall provide Customer with all Deliverables. It is expressly understood that Deliverables are intended to be and shall remain the property of Customer. Agrograph shall provide the Deliverables to Customer in a mutually agreed upon standard format (such as, for example, Excel) so that Customer can use the Deliverables independently from Agrograph.

- c. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data as transmitted. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- d. Following the termination of this Agreement, Agrograph shall act in a manner that ensures and maintains confidentiality of information obtained during the course of the Agreement's term. Agrograph's document retention policies shall ensure that the Deliverables are retained for a minimum of seven (7) years from the effective termination date of this Agreement. Upon the request of Customer, Agrograph shall certify to Customer that all materials shall be destroyed and deleted in a manner that ensures confidentiality.

### XIII. Confidentiality and Trade Secrets.

- a. As used in this Agreement, the term "Confidential Information" shall mean and include all information disclosed by Customer to Agrograph verbally, electronically, visually, or in written or other tangible form which is either identified as confidential or should be reasonably understood by Agrograph to be confidential or proprietary, including but not limited to ideas, concepts, theories, designs, approaches, improvements, methods, techniques, procedures, processes, communications, financial information, business information, rate or economic data, trade secrets, hardware, software, IT security information, customer information, billing or collection information, account information, employee information, correspondence, memoranda, data, reports, forecasts, projections, customer lists, potential customer lists, business requirements, strategy or plans, or any discussions or negotiations which incorporate, include, or refer to Confidential Information described in this paragraph.
- b. Agrograph agrees for itself and its agents and employees to keep confidential and not to disclose to any person or entity the Confidential Information that Customer



provides to Agrograph or to which Agrograph gains access in the course of performing the Services, without Customer's prior written consent, which consent may be granted, withheld, or conditioned in Customer's sole discretion

- c. The confidentiality obligations set forth in this Section shall not apply to information and materials (i) that are or subsequently become publicly available without Agrograph's breach of this confidentiality provision, (ii) that were known to Agrograph prior to Customer's disclosure to Agrograph, (iii) that became known to Agrograph from a source other than Customer and other than by the breach of an obligation of confidentiality owed to Customer, (iv) is independently developed by Agrograph, or (v) is a public record required to be disclosed by Customer pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes. Agrograph shall notify Customer prior to making any disclosure so that Customer can dispute whether disclosure pursuant to (i) through (v) above is appropriate. Agrograph shall indemnify, defend, and hold Customer harmless from all damages, claims, losses, and costs (including attorneys' fees) related to or arising from Agrograph's breach of these confidentiality provisions. The confidentiality obligations and indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.
- d. Regarding documents including Confidential Information, Agrograph shall comply with Section XI above. Agrograph may not publish, release, disclose, or disseminate to anyone other than Customer the results of any Services performed or any information obtained from Services performed under this Agreement unless required to do so in accordance with litigation or applicable state law or unless Customer grants written approval to publish, release, disclose, or disseminate such information. Materials which are reviewed by Agrograph in the course of this Agreement may contain trade secrets which are the property of Customer, or which have been purchased or leased for use by Customer. Agrograph may not reveal any trade secrets to any person in any form and may not use any such trade secrets itself for any purpose.
- e. All Confidential Information in whatever form provided shall remain the property of Customer. Agrograph agrees to take all necessary and appropriate actions to

protect and maintain the confidentiality of the Confidential Information. Agrograph shall cooperate with Customer in regard to disclosure of Confidential Information that may be required to respond to a public records request.

- f. Agrograph agrees not to use Customer's name, logo, or trademark or refer to Customer in any advertising; promotion; announcement; marketing literature; or other type of publication, marketing effort, or advertisement, whether written or oral, without the express prior written approval of Customer.
- g. Agrograph shall require personnel provided to Customer to comply with the confidentiality provisions set forth in this Section XI. By signing this Agreement, Agrograph certifies that its employees and agents shall each comply with this Section XI.

#### XIV. Copyright and Patent Guarantees.

Agrograph warrants its Services covered by this Agreement will not infringe or contribute directly or indirectly to the infringements of any patents, trademarks, inventions, or copyrights, either in the USA or foreign countries. Agrograph (i) shall indemnify and hold Customer harmless from and against any and all claims, liabilities, causes, damages, costs or expenses, including attorneys' fees of any kind involving any actual or alleged infringements (excluding, however, any infringements solely related to concepts, designs, or ideas furnished in writing by Customer which, as between Customer and Agrograph, originated with Customer) or (ii) at Customer's option, shall reimburse Customer for all damages, costs, and expenses of any kind including reasonable attorneys' fees incurred by Customer in defending any such suits or proceedings. In addition to the foregoing, Agrograph shall save Customer harmless against and shall pay all awards of damages assessed and all costs of suit adjudged against Customer in such suits or proceedings, provided Customer gives Agrograph reasonable notice in writing of the institution of any such suit or proceeding; permits Agrograph to defend it; and gives Agrograph all such information, assistance, and authority as shall be reasonably necessary to enable it to do so. In case any part of the Services is held in any such suit or proceeding to constitute infringement and its use is enjoined, Agrograph shall, at Customer's option, within a reasonable time either (i)

secure for Customer the perpetual right to continue the use of such part of the Work by procuring for Customer a royalty-free license or such other permission as will enable Agrograph to secure the suspension of any injunction, (ii) replace at Agrograph 's own expense such part of the Services with an adequate noninfringing part, or (iii) modify it so that it becomes noninfringing.

XV. Successors, Assigns, and Beneficiaries.

- a. Customer and Agrograph are hereby bound, as are their respective successors, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- b. Neither Customer nor Agrograph may assign, sublet, subcontract or transfer any rights or obligations under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- c. Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Customer or Agrograph to any third party, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Customer and Agrograph and not for the benefit of any other party.

XVI. Dispute Resolution.

Customer and Agrograph agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date of notice prior to invoking other provisions of the Agreement or exercising their rights under law.

XVII. Miscellaneous Provisions.

- a. This Agreement is to be governed by the laws of the State of Wisconsin without regard to Wisconsin's or any other state's conflict of laws principles. The parties agree that any judicial action arising under this Agreement shall be brought exclusively in a Wisconsin court in Dane County, Wisconsin, with subject matter jurisdiction. The parties irrevocably consent to personal jurisdiction of the Dane County state courts for judicial actions arising under this Agreement.
- b. Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by email, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.
- c. All express representations, waivers, and indemnifications in this Agreement will survive its completion and/or termination.
- d. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Customer and Agrograph, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- e. A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- f. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Project, which is the point where the Project can be utilized for the purposes for which it was intended.
- g. This Agreement constitutes the entire agreement between Customer and Agrograph and supersedes all prior written and/or oral understandings. This Agreement may only be amended by a mutually agreed and executed written instrument. Oral understandings are not binding.

- h. Agrograph is an independent contractor and not an employee of Customer. Agrograph's employees or contract personnel are not Customer's employees. Agrograph agrees not to replace any project personnel identified in their proposal without the approval of Customer. Such approval shall not be unreasonably withheld. This Agreement does not create a partnership relationship. Agrograph does not have authority to enter into contracts or make purchases on Customer's behalf.
- i. Facsimile and electronic signatures shall have the same effect as original signatures. Execution in counterparts shall have the same effect as execution in a single document.
- j. With the execution of this Agreement, Agrograph and Customer shall designate specific individuals to act as Agrograph's and Customer's representatives with respect to the services to be performed or furnished by Agrograph and the responsibilities of Customer under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- k. Agrograph assures that the cost and pricing data submitted for evaluation with respect to negotiation of this Agreement or amendment is based on current, accurate, and complete data supported by its books and records. If Customer determines that any price (including profit) negotiated in connection with this Agreement or any amendment was increased by any significant sums because the data provided was incomplete, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly.
- l. Agrograph will comply with all federal, state, and local laws and obtain all permits, certificates, or licenses required to provide the services required by this Agreement.
- m. This Agreement is intended to secure Agrograph's assistance and cooperation and shall operate to preclude Agrograph from performing services for others during the term of this Agreement which would result in a conflict of interest with the contractual relationship represented by this Agreement. In the event that Agrograph undertakes such services, Agrograph shall promptly notify Customer, and Customer may, at its option, immediately terminate this Agreement. In the event an employee

of Agrograph undertakes such services, then Agrograph shall immediately notify Customer, and Customer may direct that such employee be immediately removed from consulting work with Customer.

- n. Agrograph shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to equal opportunity and nondiscrimination.
- o. Agrograph shall maintain accurate and detailed records, in accordance with generally accepted accounting principles consistently applied, of all expenditures or costs relating to any work performed under this Agreement. Customer has the right to inspect, examine, and make copies of any or all books, accounts, records, and other writings of Agrograph relating to the performance or cost of any work done under this Agreement. Audit rights shall be extended to Customer or to any representative designated by Customer. Audits shall take place at times and locations mutually agreed upon by both parties within one (1) week after request by Customer for the same. Costs incurred in undertaking the audit will be borne by Customer, but costs incurred by Agrograph as a result of Customer exercising its right to audit will be borne by Agrograph.
- p. Agrograph certifies that it will comply with all applicable federal, state, and local environmental laws and regulations.
- q. Neither an extension of time for any reason beyond the date fixed herein for the completion of the Agreement or acceptance of any consulting work shall be deemed to be a waiver or abandonment of Customer's right to abrogate this Agreement or to enforce the provisions of this Agreement.

SIGNATURES ON FOLLOWING PAGE

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

Agrograph, Inc.

Signed by:  
By: Taralinda Willis  
Name: Taralinda Willis  
Title: CEO  
Date: 12/12/2025

Yahara Watershed Improvement Network

Signed by:  
By: Martye Griffin  
Name: Martye Griffin  
Title: President  
Date: 12/12/2025

Yahara Watershed Improvement Network

Signed by:  
By: Judd Blau  
Name: Judd Blau  
Title: Treasurer  
Date: 12/12/2025

**EXHIBIT A**  
**SCHEDULE OF SERVICES**

Agriculture fields in TMDL Reaches 64, 65, and 69 will be analyzed for a total cost of \$59,062 in year 1, and \$14,758 in year 2.

Timeline:

Kickoff: December 18, 2025

First Data Delivery: January 31, 2025

Data Update: June 30, 2026

Data Update: December 31, 2026

Data Update: June 30, 2027