

## Climate Engine GCP Instance License and Terms of Use

These Climate Engine GCP Instance License and Terms of Use (the “GCP Instance Terms”), together with the Climate Engine Master Services Agreement, your Order Form and any other terms or documents incorporated by reference herein, constitute a single, binding agreement (this “Agreement”) between you (“you” or “Customer”) and Climate Engine, Inc., with a place of business at 845 West Robinson Street, Carson City, NV, USA, 89703 (“we,” “us” or “Climate Engine”).

### 1. Definitions.

- a. “**API**” means an application program interface.
- b. “**Authorized User**” has the meaning set forth in the Climate Engine Master Services Agreement.
- c. “**Climate Engine Intellectual Property**” has the meaning set forth in the Climate Engine Master Services Agreement.
- d. “**Climate Engine Enterprise**” means Climate Engine’s software suite of deployed tools and components, along with its associated APIs.
- e. “**Content**” has the meaning set forth in the Climate Engine Master Services Agreement.
- f. “**Contributed Database**” has the meaning set forth in the Climate Engine Master Services Agreement.
- g. “**Customer Content**” has the meaning set forth in the Climate Engine Master Services Agreement.
- h. “**Deployment File**” means a manifest used to install the Service in a GCP Instance.
- i. “**Derivatives Works**” has the meaning set forth in the Climate Engine Master Services Agreement.
- j. “**Documentation**” means Climate Engine’s user manuals, handbooks, and guides relating to the Services and which are provided by Climate Engine to Customer either electronically or in hard copy form.
- k. “**GCP Instance**” means the Google cloud computing services responsible for containing and running Climate Engine Enterprise.
- l. “**Installation Location(s)**” has the meaning set forth in the Order Form.
- m. “**Intellectual Property Rights**” has the meaning set forth in the Climate Engine Master Services Agreement.
- n. “**Internal Business Use**” has the meaning set forth in the Climate Engine Master Services Agreement.
- o. “**Licensed Product**” has the meaning set forth in the Climate Engine Master Services Agreement.
- p. “**Services**” has the meaning set forth in the Climate Engine Master Services Agreement.
- q. “**Third-Party Materials**” has the meaning set forth in the Climate Engine Master Services Agreement.

### 2. Grant of Rights.

- a. **Delivery of Software and Data.** Climate Engine will deliver the Licensed Products to you via a container within 10 Business Days following the Effective Date for installation into a Customer owned and controlled GCP Instance.
- b. **Access and Use.** Climate Engine hereby grants Licensee and the Users, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable (other than as expressly provided herein), royalty-free, non-revocable, non-sublicensable and non-assignable (other than as expressly provided herein) right and license to operate, access, use, modify, and generate Derivative Works solely for Internal Business Use; provided, however, Customer and the Authorized Users will, unless otherwise updated in Climate Engine’s sole discretion, only have access to the current version of the Licensed Product and Contributed Databases from the effective date of this Agreement until this Agreement is terminated or expires in accordance with its terms.
- c. **Derivative Works.** Subject to the terms of this Agreement, Licensee and the Authorized Users may create Derivative Works using the Climate Engine Output but only to the extent that such Derivative Works contribute to Internal Business Use. Such Derivative Works shall be the property of Customer subject to any rights or interests retained in by Climate Engine or its licensors in any portion of any Derivative Works. Climate Engine hereby grants to Customer a limited, revocable, right and license to use retained rights and interests included in any Derivative Works and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Internal Business Use, provided that such use does not include any attempt to reverse-engineer any aspect of the Licensed Products or to sell the Licensed Products other than as expressly provided in this Agreement.
- d. **Non-Assignment.** Except as expressly permitted in this Agreement, Licensee shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products. Licensee may assign, transfer, or sublicense any aspect of the Licensed Products to its lawful successors or assigns by means of a merger, reorganization or sale of all or substantially all of Licensee’s business.

3. **Your Obligations.**

- a. You shall be responsible for obtaining any required third party hardware, software, or cloud infrastructure, including updates thereto.
- b. Customer will be responsible for:
  - i. compliance with the terms and conditions of this Agreement by any Users to whom Customer grants access to the Licensed Products or Derivative Works;
  - ii. securing and protecting the Licensed Products and Derivative Works in its possession from unauthorized distribution and access;
  - iii. preventing any use of the Licensed Products or Derivative Works in its possession outside of Internal Business Use; and
  - iv. preventing access from any of Climate Engine's competitors or those of our Contributors to any portions of the Licensed Products, Derivatives Works, or any related information in Customer's possession.
- c. You may not, nor permit any third party to, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from Climate Engine other than those components subject to Open Source Software licenses that permit such actions.

4. **Support and Service Levels.**

- a. Unless the Parties otherwise agree in writing, Climate Engine shall provide the Services to Customer at the service levels and with the customer support package specified or referenced in an applicable Order Form.
- b. You acknowledge that support shall not apply to your own hardware, software, or virtual infrastructure, Your Modifications, nor does it apply to third parties' hardware, software, or virtual infrastructure, even if it has been installed along with the Software.

5. **Attribution and Branding.**

- a. On all Derivative Works created with the Climate Engine Output, you must provide attribution that conforms to the attribution guidelines provided by Climate Engine from time to time.
- b. Unless otherwise described in your Order form or our documentation, you are required to display Climate Engine branding.

6. **Changes to the Licensed Products.** We may change the features and functions of the Licensed Products, including APIs, over time. It is your responsibility to ensure that your use of the Licensed Products is compatible with the then-current APIs. We will endeavor to avoid changes to our APIs that are not backward-compatible. If any such changes become necessary, we will use reasonable efforts to notify you prior to implementation.

7. **Export Controls.**

- a. You will comply with all domestic and international export laws and regulations that apply to the Services. These laws include restrictions on destinations, end users, and end use.
- b. As the Licensed Product is provided as a self-hosted virtual instance that can be run within your own GCP Instance, it can be used to store ITAR or other export-controlled information. You are responsible for ensuring that your use of the Licensed Products is compliant with all export control laws.

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