

## Chloris Geospatial - AGB Product End User License Agreement

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*This End User License Agreement ("EULA" and/or "End User Agreement") applies to the following products of Chloris Geospatial, Inc. ("Chloris"): Chloris AGB Product, a proprietary data compilation.*

This EULA sets forth the terms under which Chloris grants to You, the end user, a license to access and use the Chloris product(s) set forth above (the "Product" and/or "Data"). **This is a binding legal agreement between You and Chloris. By accessing and using the Product, You agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not use or access the Product.**

You acknowledge and agree to this EULA, together with the terms of the agreement executed between Chloris and [RESELLER] through which you receive Product access, (the "Agreement") shall govern Your access and use of the Product. To the extent any conflict or inconsistency exists, the terms of the Agreement shall prevail unless expressly stated in this EULA. Terms not defined in this EULA shall have the meaning set forth in the Agreement.

### 1. License Grant:

- a. Chloris hereby grants You a non-exclusive, non-sublicensable, and non-transferable lifetime license to use the Data solely for the Permitted Use as set forth herein and subject to the terms herein including earlier termination.
- b. Permitted Use: You shall be allowed to:
  1. Perform computational analysis and synthesize Data with different sources to evaluate Data across product areas, changes through time, and output visualizations.
  2. Visualize and present the Data or updated Data in various forms, including reports, website/social media, conferences, journal publications, and stakeholder meetings.
  3. Create and use Permitted Data Derivatives as defined herein. Permitted Data Derivatives are those created by You that can be used for any purpose excluding those that compete with Licensor's products or services. They must include the following copyright notice: "Chloris Data © [YEAR] Chloris Geospatial Inc." Permitted Data Derivatives include:
    - (i) Derivatives that do not contain original data and are irreversible and uncoupled from the original Data Source.
    - (ii) Graphic renderings of tabular and numerical Data provided that they summarize the Data in aggregated form such that it is not possible to derive from it the original geospatial Data at its original resolution.
    - (iii) Graphic renderings of the Data provided that they:
      - a) If digital, are limited to formats that do not contain any geo-referencing (e.g. .png, .gif, .jpg, .pdf)

- b) If digital, are at a resolution not better than the original resolution of the Data
- c) If digital and at original resolution, are limited to 3840X2160 pixels in size.

4. Restrictions: You shall not:

- i. Modify or create derivative works of the Data, except as permitted.
- ii. Rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer the Data in unauthorized ways.
- iii. Reverse engineer, disassemble, decompile, decode, or attempt to derive access to the source of the Data.
- iv. Use the Data to build a competitive product or service.
- v. Remove proprietary notices from the Data.
- vi. Use the Data in any manner that infringes on intellectual property rights or violates any law.
- vii. Use data or output from the Services in any prospectus or public/private offering document.

- c. Reservation of Rights. Except for the limited rights granted under this Agreement, nothing in this Agreement grants any intellectual property rights or other right, title, or interest in or to the Data to You or any third party.

2. **Intellectual Property Rights**. You acknowledge that Chloris owns all right, title, and interest, including all intellectual property rights, in and to the Data. You further acknowledge that: (a) the Data is an original compilation protected by United States copyright laws; (b) Chloris has dedicated substantial resources to collect, manage, and compile the Data; and (c) the Data constitutes trade secrets of Chloris.

3. **Disclaimer**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CHLORIS DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANY DATA PROVIDED IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ANY DATA PROVIDED BY CHLORIS VIA THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM CHLORIS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM OR ANY DATA PROVIDED VIA THE SERVICES IS AT YOUR SOLE RISK. CHLORIS DOES NOT WARRANT THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, OR ACCURACY OF THE SERVICES DATA PROVIDED OR DISPLAYED, OR THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, FREE OF HARMFUL CODE, OR ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS MADE BASED ON YOUR USE OF THE SERVICES OR ANY DATA.

4. **Limitation of Liability**. IN NO EVENT SHALL CHLORIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DATA OR THIS AGREEMENT. IN NO

EVENT WILL THE AGGREGATE LIABILITY OF CHLORIS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID BY YOU UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM

5. **Confidentiality.** You acknowledge that the Data contains valuable trade secrets and confidential information of Chloris. As consistent with Permitted Use, You agree to maintain the confidentiality of the Data using at least as great a degree of care as You use to maintain the confidentiality of your own confidential information.

6. **Term and Termination**

- a. This Agreement is effective upon your acceptance and shall continue in perpetuity until otherwise terminated pursuant to its terms.
- b. Chloris may terminate this End User Agreement immediately if You breach any provision of this Agreement.
- c. Upon termination, You must cease all use of the Data and destroy any copies in your possession.

7. **General Terms.**

- a. This End User Agreement constitutes the entire agreement between the parties with respect to the use of the Data.
- b. Chloris cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- c. This End User Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law.
- d. You may not assign any rights, duties or obligations under this End User Agreement to any person or entity.
- e. The Data may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Data available outside the US.
- f. By accessing or using the Data, you acknowledge that you have read this End User Agreement, understand it, and agree to be bound by its terms and conditions