

Impact Observatory Product Terms and Conditions

Version 2 (May 2023)

PLEASE READ THESE PRODUCT TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY IMPACT OBSERVATORY PRODUCTS.

Your Order Form, together with these Product Terms and Conditions, any required Addendum for Product delivery, and the applicable End User License Agreement, are, collectively, your agreement for the license of Impact Observatory Products (the “Agreement”). This Agreement constitutes a legally binding contract and governs any Impact Observatory Products provided by Impact Observatory Inc., a Delaware corporation with offices located at 900 19th St NW, Suite 600 Washington, D.C. 20006 USA (“IO”), and Customer, as identified in the applicable Order Form.

By signing or otherwise indicating acceptance of an Order Form (including acceptance of Customer’s online Order Summary) referencing these Product Terms and Conditions or downloading, accessing or using any IO Product, Customer represents and warrants that they are an individual of legal age to form a binding contract and is accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity and, if added to an applicable Order Form, its Affiliates, to the terms and conditions of this Agreement, in which case “Customer” refers to such entity and its Affiliates. If you do not agree to the terms on the Order Form or these Product Terms and Conditions, do not sign or otherwise accept an Order Form and do not download, access or use any IO Product.

1. DEFINITIONS. Capitalized terms used in this Agreement are defined in Section 13 of this Agreement.

2. ORDER PROCESSING.

2.1 Order Form.

Customer’s order for Products, as documented in an Order Form, sets forth those Products that IO offers to license to Customer, the license type, and the license fee as well as other information relating to Customer’s order. Customer accepts an Order Form by signing or otherwise indicating acceptance of an Order Form (including acceptance of Customer’s online Order Summary) or by downloading, accessing or using any Product set forth on the Order Form. Following acceptance by Customer of an Order Form, Customer may only make changes to an Order Form as set forth in Sections 5 and 12.3 below. All Order Forms are subject to final

review and acceptance by IO. IO reserves the right to reject any Order Form without penalty for any reason, including based on regulatory review, in its sole discretion.

2.2 Conflicting Terms.

This Agreement together with any applicable Order Form(s) sets out the entire agreement and understanding between Customer and IO relating to its subject matter. The Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any additional terms of business or other terms and conditions set out in any order or other document, in connection with the Agreement shall not be binding on IO. Further, to the extent that any license terms embedded in a product are not consistent with this Agreement, the terms in this Agreement will supersede any contrary terms in any embedded text.

3. PRODUCTS.

3.1 IO Products.

Customer is responsible for determining which Products best meet its needs. IO reserves the right to discontinue developing, producing, licensing or distributing any Product and to modify, replace or add to the Product at its discretion at any time. Customer agrees that Order Forms are not contingent on the delivery of any future Product functionality or features or any statements by IO regarding any future functionality or features.

3.2 End User License Agreement.

Products are licensed and not sold under this Agreement. With respect to each Product licensed by Customer, the license type is set forth in the applicable Order Form and governed by the corresponding End User License Agreement. The End User License Agreement that corresponds to each license type are available at www.impactobservatory.com/legal/eula.pdf. The applicable End User License Agreement terms are incorporated by reference into this Agreement, and Customer will comply with such End User License Agreement.

4. DELIVERY.

4.1 Time of Delivery.

Any estimated delivery time set forth in an Order Form is an estimate only. IO will not be liable if it fails to deliver a Product in accordance with the estimate set forth in an Order Form.

4.2 Methods of Delivery.

Products will be delivered via Electronic Delivery unless otherwise specified in the Order Form. Products delivered via Electronic delivery will be accessible for 30 days from delivery date.

5. CANCELLATIONS. Once Customer has accepted the Order Form, there are no cancellations.

6. FEES AND PAYMENT.

6.1 Invoicing and Payment.

All payment of fees shall be made in advance and via the methods offered on IO's website or as specified in the Order Form, as applicable. All invoices will be issued and sent to Customer as specified in the Order Form and unless otherwise agreed in the Order Form, all fees are due for payment in full and without deduction at the time of purchase.

6.2 Taxes.

To the extent applicable, Customer will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with their activity in connection with the Product, provided that IO may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

7. INTELLECTUAL PROPERTY.

7.1 Ownership.

Customer agrees that the Product is a valuable property right of IO and its licensors, and that each all shall continue to own the Products, respectively, as well as any copyright, trade secret, or any other intellectual property right related to the Product, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the Product to others, except as provided herein. All intellectual property rights, title and interest in and to (i) the Product, (ii) any services provided by IO related to the Product (and all software and materials used for the provision of such services), (iii) the Documentation, and (iv) IO's Confidential Information, and any updates or modifications thereto, are owned by IO or IO's licensors and shall remain with IO or IO's licensors. Customer shall not take any action inconsistent with the rights granted herein and no rights are granted to Customer except as expressly set forth in this Agreement and the End User License Agreement for the underlying Product. All rights not expressly granted to Customer in this Agreement are reserved by IO.

7.2 Proprietary Rights Notices.

Customer will not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by IO on or in the Products and will ensure that all notices are reproduced on all copies. Unless otherwise stated in the applicable End User License Agreement, all Derivatives must include the following copyright notice on or adjacent to the Derivative: [Product] [YEAR] Impact Observatory ©.

7.3 No Trademark License.

Customer acknowledges that IO is the exclusive owner of all IO trademarks and the trademark rights created by such use. Except as expressly set forth herein, Customer acquires no rights to use any IO Trademarks. Company shall not, and shall not allow any others to, create, register, or use any word, symbol, design, or domain name incorporating all or any part of IO Trademarks, or other source identifiers of Impact Observatory, without the express written consent of Impact Observatory.

7.4 Feedback.

Customer grants to IO a worldwide, perpetual, irrevocable, royalty-free right to use, disclose, and incorporate into the Services, or any future product or service of IO, without Customer's consent and in IO's discretion, any suggestion or request for improvement, modification, or enhancement, comments, ideas, reviews, recommendation, correction, or other feedback provided by Customer to IO (collectively, "Feedback"). For the avoidance of doubt, (a) Feedback shall not be considered confidential information, (b) neither IO nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of Feedback, and (c) Customer shall have no obligation to provide Feedback."

8. LIMITED WARRANTIES AND DISCLAIMER.

8.1 Limited Warranty.

IO warrants the Products only as set forth in the applicable End User License Agreement.

8.2 Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IO DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCT AND ANY SERVICES RELATED THERETO. THE PRODUCT AND THE SERVICES RELATED THERETO PROVIDED BY IO ARE PROVIDED "AS-IS." IO EXPRESSLY DISCLAIMS ANY

AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR TERMS AND CONDITIONS OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMED BY IO.

9. INDEMNIFICATION.

9.1 Customer's Indemnity.

IO shall defend at its own expense any legal action brought against Customer to the extent that it is based on a claim or allegation that the Product (excluding any open source data) infringes a U.S. patent or copyright of a Third Party, and IO will pay any costs and damages awarded against Customer in any such action, or agreed to under a settlement signed by IO, that are attributable to any such claim but shall not be responsible for any compromise made or expense incurred without IO's consent. Such defense and payments are subject to the conditions that Customer (a) gives IO prompt written notice of such claim, (b) tenders to IO sole control of the defense and settlement of the claim, and (c) reasonably cooperates with IO when requested in connection with the defense and settlement of the claim. IO will have no liability to so defend and pay for any infringement claim to the extent it (i) is based on modification of the Product other than by IO, with or without authorization; (ii) results from Customer's failure to use an updated version of the Product; or (iii) is based on the combination or use of the Product with any software or data (including, without limitation, open source software or data), program or device not provided by IO if such infringement would not have arisen but for such use or combination; or (iv) results from use of the Product by Customer after the license was terminated.

9.2 IO's Indemnity.

Customer agrees to hold harmless and indemnify IO and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any Third Party claim arising from or in any way related to Customer's breach of this Agreement or violation of applicable laws, rules or regulations in connection with the Product, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, IO will provide you with written notice of such a claim, suit or action.

9.3 Exclusive Remedies.

Should the Product, or the operation thereof, become or in IO's opinion be likely to become, the subject of such claim described in Section 11.1, IO may, at its option and expense, procure for Customer the right to continue using the Product, replace or modify the Product so that it becomes non-infringing, or terminate the license granted hereunder for such Product and refund any unused fees. THIS SECTION 9 STATES IO'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10. LIMITATION OF LIABILITY.

10.1 Cap on Liability.

EXCEPT WHERE PROHIBITED BY LAW AND SUBJECT TO SECTION 10.3, IO'S AGGREGATE LIABILITY FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE OTHER (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES. EXCEPT WHERE PROHIBITED BY LAW, THE LIMITS SET OUT ABOVE IN THIS SECTION 10.1 SHALL NOT APPLY (I) TO ANY AMOUNTS DUE OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT, OR (II) CUSTOMER'S INFRINGEMENT OF IO INTELLECTUAL PROPERTY RIGHTS. THE AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNITIES (INCLUDING ALL AMOUNTS PAID OR INCURRED BY OR ON BEHALF OF EITHER PARTY IN CONNECTION WITH ITS COMPLIANCE WITH SECTIONS 9.1 AND 9.2) SHALL NOT EXCEED 2 TIMES THE FEES PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12 (TWELVE) MONTH PERIOD PRIOR TO THE DATE THAT THE LIABILITY AROSE.

10.2 Exclusion of Consequential and Related Damages.

SUBJECT TO SECTION 10.3, IN NO EVENT WILL IO OR ITS AFFILIATES HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHICH MAY BE SUFFERED BY THE CUSTOMER (OR ANY PERSON CLAIMING UNDER OR THROUGH THE CUSTOMER) IN CONNECTION WITH THIS AGREEMENT OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA), WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE; AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

10.3 Liabilities that are not Excluded.

THE EXCLUSIONS IN THIS SECTION 10 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT NEITHER PARTY EXCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

11. TERM AND TERMINATION.

11.1 Term.

This Agreement shall commence upon the acceptance of the Order Form and shall continue, unless earlier terminated in accordance with this Agreement, for the term set forth in the applicable Order Form, or until all Order Forms have expired in accordance with their terms, and no further Order Forms are then currently in force and effect.

11.2 Termination.

In addition to those termination rights set forth in the applicable End User License Agreement, IO may terminate this Agreement and associated license rights upon written notice to Customer if Customer (a) breaches Sections 3, 6, 7, 12.7, 12.8, or 12.9 of this Agreement; or (b) materially breaches any other provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice to do so. Order Forms may not be terminated for convenience.

Notwithstanding the foregoing, if this Agreement expires or is terminated for a reason other than a breach by Customer, Customer may retain Data Derivatives to the extent permitted in the applicable End User License Agreement for the underlying Product.

11.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement: (a) Customer will, within thirty (30) days, pay in full to IO all outstanding Fees; (b) all licenses and/or subscriptions will immediately terminate and Customer will immediately cease all use of the Products and Derivatives thereof; and (c) Customer must permanently delete the Products and Derivatives thereof from all devices and systems and destroy any copies on disk. Within ten (10) days following termination or expiration, Customer must certify to IO in writing that all copies of all Products and Derivatives have been deleted or destroyed. The expiration or termination of this Agreement does not

relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

12. GENERAL TERMS.

12.1 Entire Agreement.

This Agreement together with any applicable Order Form(s) and End User License Agreement(s) sets out the entire agreement and understanding between Customer and IO relating to its subject matter. The Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any additional terms of business or other terms and conditions set out in any other document, including any purchase orders, issued by Customer (whether issued directly or via any automated systems or otherwise) and whether such order is accepted by IO or not, in connection with the Agreement shall not be binding on IO.

12.2 Assignability.

Except as permitted herein, neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld or delayed. Any attempt by either Party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, IO may at any time upon notice to Customer assign or otherwise transfer its rights and obligations under the Agreement to any of IO's Affiliates or successors in business. We may further at any time involve any of IO's Affiliates as subcontractors under the Agreement.

12.3 Amendment.

This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.

12.4 Severability.

If any provision of the Agreement is held prior to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the original intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect.

12.5 Survival.

The following Sections will survive the termination or expiration of this Agreement: 6, 7, 8, 9, 10, 12, 11.2 and 11.3, and any other provisions of this Agreement that by

reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

12.6 No Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights nor will the same be deemed to be a waiver of any subsequent breach.

12.7 Compliance with Laws.

Customer is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the Foreign Corrupt Practices Act of the United States of America and the Convention on Combating Bribery of Foreign Government Officials.

12.8 International Trade Compliance.

The Customer agrees that its obligations under this Agreement include compliance with all applicable laws and regulations, including, without limitation, export control, import laws, and economic sanctions laws and regulations as applicable to each jurisdiction where the parties operate (collectively, "Trade Control Laws"). Unless legally authorized by the competent authority, the Customer shall not directly or indirectly, through any Third Party or country, export, re-export, transfer, or otherwise provide (by sale, loan, or gift) or dispose of any commodities, software (including source code), technology, services, or products subject to this Agreement to or for use in or by any entity or person located, headquartered, registered in a sanctioned country/region, by any restricted party, for any activity or end-use restricted under Trade Control Laws or otherwise in violation of applicable Trade Control Laws.

12.9 Data Protection.

If delivery, creation, or Customer's use of the Product will involve the Processing of Personal Data, Customer is solely responsible for its compliance at all times with applicable laws, regulations and other legal requirements related to such use. Additionally, Customer will employ adequate technical and organizational security measures to protect Personal Data against a Personal Data breach.

12.10 Applicable Law.

This Agreement and questions regarding the validity, interpretation, performance or breach hereof shall be governed, construed and enforced in accordance with the laws of the State of Delaware, excluding its conflicts of law rules. The Parties agree that all disputes arising out of the Agreement shall be subject to the exclusive

jurisdiction and venue in the federal and state courts within Washington D.C. The Parties hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

12.11 Equitable Relief.

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.12 Force Majeure.

Neither party will be liable to the other under this Agreement if delayed or prevented from performance by causes beyond its control including, but not limited to, fires, floods, strikes, acts of God, war, insurrection, governmental restrictions, or other causes of a like or different nature beyond the control of such party.

12.13 Notices.

Except as otherwise specified in the Agreement or below, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon the date: (i) of personal delivery, (ii) of receipt of registered mail, (iii) which is two business days after sending by e-mail (provided that e-mail shall not be sufficient for notices of termination for cause or an indemnifiable claim). E-mail notices to IO shall be directed to: legal@impactobservatory.com. E-mail notices to Customer shall be addressed to Customer's nominated contact as set out in the Order Form (and Customer shall keep IO informed of any changes to such contact).

13. DEFINITIONS.

"Affiliate" means any organization or other legal entity that directly or indirectly is controlled by a party. Control means ownership, directly or through one or more affiliates, of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity.

“Agreement” means an Order Form together with these Product Terms and Conditions, the End User License Agreement and all exhibits.

“Contractor” means an individual contracted by Customer, either directly or through a consulting company or other entity, to provide services on behalf of or for the benefit of Customer. For avoidance of doubt, "Contractor" includes a volunteer who is under contract with Customer to provide services on behalf of Customer, provided that the Customer maintains direct control over all access to, and copies of, Products and/or Derivatives, and the volunteer is not permitted to use the Products or Derivatives for any purpose other than Customer’s permitted uses.

“Customer” means that individual, legal entity or government agency identified as “Customer” on the applicable Order Form.

“Data Derivative” A Data Derivative is a Derivative of the Product that is irreversible and uncoupled from the data and metadata in the source Product. However, Data Derivatives specifically exclude the following Derivatives: orthorectified datasets; spatially sharpened or enhanced maps; and topographically enhanced datasets that are produced by combining the Product with Digital Elevation Models (DEM), Digital Surface Models (DSM), Digital Terrain Models (DTM), Triangulated Irregular Network (TIN) and Point Cloud elevation models (including, without limitation, 3D and building models, bathymetry and sea floor mapping).

“Derivative” means any addition, improvement, update, modification, transformation, adaptation or derivative work of or to a Product in accordance with the applicable End User License Agreement, including, without limitation, reformatting of the Product into a different format or media from which it is delivered to Customer; any addition or extraction of data, information or other content to or from the Product; or any copy or reproduction of the Product.

“Documentation” means user manuals, tutorials, documentation and help and training materials provided by IO for the IO Data product identified in the applicable Order Form.

“Electronic Delivery” means an electronic delivery method including, without limitation, e-mail delivery with an http download link to the Product. This delivery method will be accessible for 30 days.

“End User License Agreement” means the end user license terms available at www.impactobservatory.com/legal/eula. End User License Agreements include, without limitation, the Internal Use License and Reseller License.

“Intellectual Property Rights” means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, methods, processes, information and technology.

“Order Form” means that agreement or other document prepared by IO, including the Order Summary in an online transaction, that sets forth the Product(s) IO offers to license to Customer and related terms, and that is presented to Customer for acceptance. A quotation that includes an estimated fee is not an Order Form. Following acceptance by Customer, the Order Form along with these Product Terms and Conditions and the End User License Agreement, comprise the Agreement.

“Personal Data” means any information that directly or indirectly identifies an individual, such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing” means any operation that is performed on Personal Data, whether or not by automated means, such as collection, storage, alteration, use, dissemination or destruction.

“Product Specification” means, with respect to each Product, the description and specification published by Impact Observatory and available upon request.

“Product(s)” means those product(s) and/or service(s) licensed by Customer, as described in the Agreement and Product Specification, which may include, without limitation, Data Products, Information Products, and Subscription Services Products.

“Third Party” means any individual, legal entity, corporation, limited liability company, partnership, other organization or government agency that is not a party to this Agreement and is not an Affiliate of Impact Observatory.

-- END OF PRODUCT TERMS AND CONDITIONS --