

Date of invoice: 2024-08-19
Due date: 2024-09-18
Invoice number: 1334
BIC/SWIFT: ESSESESS
IBAN: SE0650000000050598280782
Our VAT-number: SE559150412001
Our reference: Maxime Leroux
Your VAT-number:
Your reference: Jada Walker Griggs
Your reference no:

Lexington
200 East Main Street, Suite 925
40507 Lexington, KY
United States

Specification	No	Price	Sum
Lexington ClimateOS (20240801-20250731)	1	36 100,00 USD	36 100,00 USD

For multi-year-licenses of at least 2 years an additional discount of 5% is granted on these Usage Rights.

-> \$38,000 - 5% = \$36,100 per year

20240801-20250731 =>\$36,100

20250801-20260731 =>\$36,100

20260801-20270731 =>\$36,100

20270801-20280731 =>\$36,100

Total =>\$144,400

Sum (excluding VAT) 36 100,00 USD
VAT 0,00 USD

TOTAL (including VAT) **36 100,00 USD**

Please apply the invoice number **1334** as a reference at payment!

USER TERMS FOR THE CLIMATEVIEW PRODUCTS

1. BACKGROUND, PURPOSE AND SCOPE

1.1 *ClimateOS* (the “**Platform**”) is a SaaS-platform enabling climate investment planning and climate action planning for governmental bodies, including the creation of a climate action plan (“**CAP**”) and a climate investment plan (“**CIP**”). The Platform is built upon and embeds ClimateView’s *Transition Elements Framework* (the “**Framework**”) which enables a systemic modelling of how human needs can be fulfilled by different activities and the activities respective carbon emissions. The modeling in the Platform is done through advanced mathematical models and computations (the “**Models**” and “**Computations**”). In addition, the Platform is complemented by ClimateView’s *City Insight Material* – such as checklists – for how the climate action and investment planning should be carried out within and in relation to a city (the “**City Insight Material**”). The Platform, Framework, Models, Computations, City Insight Material, Platform Content (as defined below) and Site (as defined below) is collectively referred to as the “**ClimateView Products**”. These terms (“**Terms**”) regulate the conditions of use of the ClimateView Products.

1.2 The Platform can be accessed via ClimateView’s website at www.climateview.global, app.climateview.global and/or on any of its subdomains (collectively the “**Site**”).

1.3 An individual user (“**Authorized User**”) can have been granted access to (or some of) the ClimateView Products – including the Platform – in his/her individual capacity, but has in most cases been granted access to such products on behalf of his/her employer or client (as the case may be) (the “**Principal**”) under an agreement with ClimateView or one of its partners in which the Principal has subscribed to some of the ClimateView Products (as the case may be) (the “**Subscription Agreement**”). “**You**”/“**Your**” includes and refers both to the individual Authorized User and in case of a Subscription Agreement also the Authorized User’s Principal. Each Principal is responsible for its Authorized Users.

1.4 The Subscription Agreement sets forth which of the ClimateView Products that each Principal and its Authorized Users have access to. Access to one product does not automatically entail access to the other ClimateView Products.

1.5 The ClimateView Products can and shall only be used for the relevant city’s/governmental body’s climate action and climate investment planning, including the creation of a CAP and a CIP (collectively the “**Purpose**”).

1.6 The Platform contains pre-populated i) climate and financial data for certain regions/sectors, and suggested actions and city attributes (together the “**Platform Content**”) to assist You with the Purpose. You can choose to use the Platform Content

for the Purpose or supplement or substitute it with Your own climate and financial data, actions and city attributes or other content (“**Your Content**”) which the Platform, at each time, supports import of. Your Content includes content directly imported by you into the Platform or content imported on your behalf.

1.7 The use of the ClimateView Products, as permitted hereunder, is restricted to the Purpose. You are only allowed to disclose the contents of the ClimateView Products or any related information to the extent it is necessary for the Purpose.

1.8 You acknowledge that

- i) since the ClimateView Products seek to improve climate action and investment planning and the modeling thereof users may seek to understand and/or adopt particular actions from other users including its analysis of its costs and efficiency, specifically including those which You may develop, adopt, or implement; and
- ii) the open sharing of data relevant to the ClimateView Products is of core value and benefit to all users.
- iii) To further foster the community including i) and ii) above ClimateView has a right to make public that the Principal is a user of the ClimateView Products and a customer of ClimateView.

1.9 These Terms are effective between

- a) ClimateView and the individual user as of the date he/she first click “I agree” (or similar button or checkbox) or use or access the Platform, whichever is earlier, and by so doing these Terms form a binding contract between the user and ClimateView;
- b) ClimateView and the Principal upon execution of the Subscription Agreement.

2. CONTENT

2.1 Your liability for Your Content. You are solely responsible and liable for all Your Content.

2.2 Non-violation. You shall procure that (a) You are legally permitted to submit Your Content and that such submission and use, as authorized herein, do not violate any laws, third-party intellectual property rights, privacy, publicity or other rights governing such content, (b) Your Content is free and clear of any obligations to you or any third party, (c) the data contained in Your Content is, to the best of Your knowledge, true and accurate, (d) Your Content does not include any information relating to an

identified or identifiable natural person, e) Your Content is free of any virus, trojans or other malware.

2.3 License grant. By using the Platform, You grant ClimateView a worldwide, perpetual, irrevocable, transferrable, royalty-free, non-exclusive license (with the right to sub-license) to use, copy, store, modify, publicly display, create derivative works of, distribute and process Your Content – in all formats and distribution channels – for improving ClimateView’s products, services and offering and all users climate action and climate investment planning. Accordingly, by using the Platform, you grant a royalty-free, non-exclusive, irrevocable, world-wide, and perpetual license to other ClimateView-customers/users to use and model Your Content in connection with ClimateView-services and products, including the ClimateView Products. However, Your Content will only be shared with other customers/users on a de-identified basis unless you have consented to share it with you as the named originator.

2.4 Analysis. Without prejudice to Section 2.3, ClimateView has the right to collect and analyze also other data and information relating to the provision, performance and Your use of various aspects of the Platform and related systems and technologies, and ClimateView will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the ClimateView Products and for other development, diagnostic and corrective purposes in connection with the Platform and other ClimateView offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

2.5 Feedback. From time to time, You may choose to submit comments, ideas or other feedback relating to the ClimateView Products to ClimateView. ClimateView may in connection with any of ClimateView’s products or services freely use, copy, disclose, license, distribute, and utilize any such feedback in any manner without any obligation, royalty, or restriction. No such feedback will be considered Your proprietary or confidential information, and nothing in these Terms shall be construed to limit ClimateView’s right to independently use, develop, evaluate, or market products or services, even where such feedback is incorporated.

2.6 Third-Party Content. The ClimateView Products will provide You with access to information, data, software, applications, and analytical tools provided by or originating, wholly or partly, from third parties, including parts of the Platform Content (together, “**Third-Party Content**”). In addition, the ClimateView Products such as the Platform and the Site may also contain links to websites operated by third parties (“**Third-Party Websites**”). Since we do not control the Third-Party Content/Websites we are not responsible for its accurateness. Accordingly, your use and access of it is at your own risk and we assume no liability for it or your reliance upon it.

2.7 The Third-Party Content can either be provided to you by ClimateView as an integrated part of the ClimateView Products or directly to you by a third-party provider. If the Third-Party Content is provided directly by a third-party provider – which will be shown – the use thereof may in such a case be governed by not only these Terms but also by the third-party provider’s separate terms and conditions for the content to which ClimateView shall not be a party.

3. PRIVACY, USER ACCOUNT AND PROFILE

3.1 Privacy. ClimateView’s i) Privacy Notice, and ii) Cookie Notice, one for the Site and the Platform respectively, describes how we will protect your privacy and handle your personal information, including our use of cookies, when you access the Site and the Platform. By accessing the ClimateView Products, you agree that we use such information in accordance with said policies. You acknowledge that ClimateView and the Principal might have entered into a separate Data Processing Agreement governing the processing of personal data in connection with Your use of the Platform.

3.2 Account details. As part of Your use of our Platform, each Authorized user will be granted a Platform account in which each user will provide profile information and select password. The information You provide must be truthful and accurate. A user account and password are associated with one individual only and You agree that you will never allow access by another person or entity at any time. You shall keep your user IDs and passwords for the account strictly confidential, and not share such information with any unauthorized person(s). You must notify ClimateView immediately of any unauthorized use of Your account(s), loss of password or of any other breach in security that you are aware of.

3.3 Account Responsibility. You will be solely responsible for all uses of Your account(s), whether or not You have authorized the particular use or user, and regardless of your knowledge of such use.

4. SUPPORT, “AS IS” AND AVAILABILITY

4.1 Technical Support. In case of an agreed SLA with Your Principal, ClimateView will provide You with technical support for the Platform in accordance with the SLA. In the absence of such an SLA, You will have access to ClimateView’s technical support but the support provided is within ClimateView’s own discretion.

4.2 Products/services “as is”. The ClimateView Products are provided “as is” and accordingly ClimateView does not make any warranty in relation to the result of the products and services and disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Updates or upgrades, including new functionality, is within ClimateView’s discretion either included or subject to a separate fee.

4.3 Changes. ClimateView may, in its sole discretion, make any changes to the ClimateView Products that it deems necessary or useful to maintain or enhance the quality, performance or delivery of the products or to comply with applicable law.

4.4 Availability. ClimateView will use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance or because of other causes beyond our reasonable control. Notwithstanding the above but subject to an agreed SLA, ClimateView does not warrant that the ClimateView Products will be uninterrupted or error free.

5. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 Additional Restrictions. You will not, nor permit or encourage any third party to, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the ClimateView Products, including without limitation any software, documentation or data in or related to the Platform; (ii) modify, translate, or create derivative works based on the ClimateView Products (except to the extent expressly permitted by ClimateView); (iii) use the Platform for timesharing or otherwise for the benefit of a third party outside the Purpose; or (iv) use the ClimateView Products in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with the Platform or any of ClimateView's other products or services.

5.2 Downloads. With respect to any software that as a part of the ClimateView Products is made available for downloading on your devices, ClimateView hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use such software only for the Purpose and in connection with and for the duration of Your access to the ClimateView Products. In those situations, or when using other ClimateView products and services as part of the Platform, additional ClimateView terms or requirements may apply and those additional terms become part of your agreement with us. In the event of any conflict between such additional terms and these Terms, the additional terms control.

5.3 Prohibited conduct. You must not do or attempt to do anything that is unlawful or which might bring the ClimateView Products into disrepute, including without limitation (a) using the ClimateView Products to defame, harass, threaten, menace or offend any person; (b) tampering with or modifying the ClimateView Products; (c) transmitting viruses or other disabling features, or damaging or interfering with the ClimateView Products, including (without limitation) trojan horses, viruses or piracy or programming routines that may damage or interfere with ClimateView Products; (d) using the ClimateView Products to

send unsolicited email messages; or (e) facilitating or assisting a third party to do any of the above acts.

5.4 Compliance. You shall use the ClimateView Products in full compliance with these terms and all applicable laws and regulations. You shall immediately notify ClimateView of any violation of the terms of any of the foregoing upon becoming aware of such violation.

5.5 Manuals, instructions etc. You shall use the ClimateView Products in accordance with applicable manuals, instructions, specifications and documentation provided by ClimateView from time to time.

5.6 User equipment. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like. You shall also be responsible for maintaining the security of such equipment.

5.7 Suspension. ClimateView may, at any time and without notice, suspend Your account and access to the ClimateView Products if ClimateView believes that You are in violation of these terms. ClimateView may prohibit any use it believes may be (or alleged to be) in violation of the foregoing. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

5.8 Indemnification. To the maximum extent permitted by law, You hereby agree to indemnify and hold harmless ClimateView against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from your use of the ClimateView Products or any violation by You of the User Terms.

6. PROPRIETARY RIGHTS

6.1 Proprietary Rights. ClimateView and its licensors shall own and retain all rights, title and interest in and to (a) the ClimateView Products and any software included therein as well as all improvements, enhancements or modifications thereto, (b) all information and materials provided by ClimateView and its licensors as a part of the ClimateView Products on, through or outside of the Site and the Platform, including any artwork, graphics, text, video and audio clips, trademarks, logos, (c) any software, applications, inventions or other technology developed in connection with the ClimateView Products, and (d) all intellectual property rights related to any of the foregoing.

6.2 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

7. TERMINATION

7.1 Term. In the absence of any termination provision in the Subscription Agreement these Terms are effective until terminated

by You or us, which each of us may do at any time, without cause and without notice.

7.2 In the event of termination, You will no longer be permitted access to the Platform or allowed to use the ClimateView Products.

7.3 All sections of these terms which by their nature should survive termination will survive termination, including, without limitation, granted irrevocable licenses, indemnification, warranty disclaimers, and limitations of liability.

8. LIMITATION OF LIABILITY

8.1 Unless otherwise follows from the Subscription Agreement, we are, to the maximum extent permitted by law, not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect suffered by You or any third party, arising from or in connection with Your use of the ClimateView Products – including the Platform and any reliance on the Platform Content or the Third Party Content – and/or any inaccessibility of, interruption to or outage to the ClimateView Products and/or any loss or corruption of data.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 These User Terms are governed by and construed and enforced in accordance with the substantive laws of Sweden (without giving effect to the principles of conflicts of laws). Any dispute, controversy or claim arising out of or in connection with these terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

10. MISCELLANEOUS

10.1 Invalidity. If any provision of these Terms is found to be unenforceable or invalid, that provision will be adjusted, limited or eliminated to the minimum extent necessary and in line with the provisions purpose so that these User Terms will otherwise remain in full force and effect and enforceable.

10.2 Amendments. We may unilaterally amend these User Term at any time by requesting Your approval of the amended Terms when you log in to the Platform. The amended Terms enter into force when You have accepted them. If you do not accept the amended Terms, You will no longer have access to the Platform. However, in case of a Subscription Agreement contrary to this article the later has precedence.

10.3 Entire Agreement. With the exception of a potential Subscription Agreement and a data processing agreement with the Principal, these terms form the entire agreement between us and supersedes all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

Adherence to ClimateView's User Terms and DPA

ClimateView AB (www.climateview.global, "ClimateView") is a Swedish company assisting civic administrations in their transition to carbon free societies and have for this purpose developed the *ClimateView Products* and the *ClimateView Services*.

To increase its impact ClimateView is launching a partner program under which certain selected and accredited partners can deliver *ClimateView Services* to civic administration on the basis of and by using the *ClimateView Products*.

Keramida Inc. ("**Partner**") and ClimateView are about to enter into a *Use and Collaboration Agreement* (the "**Collaboration Agreement**") under which Partner is granted a right to use the *ClimateView Products* for agreed projects in relation to a civic administration's transition.

In connection with each such project the relevant civic administration (the "**Administration**") can against a fee be given access to the *ClimateView Products* to enable the Administration to monitor and assist in the project and to independently continue the work after the Project is completed. Under the Collaboration Agreement, such access is conditional upon and requires the Administration's adherence to the, at each time, *User Terms for the ClimateView Products* in force (the "**User Terms**") – current User Terms attached, and the attached *ClimateView's Data Processing Addendum* (the "**DPA**") to be granted access to the ClimateView Products (as further defined in said User Terms).

The Administration therefore undertakes towards ClimateView to be bound by and only use the *ClimateView Products* in accordance with the User Terms and the DPA and only during the duration of the relevant project, or other agreed duration.

For clarity it is noted that this adherence i) does not give the Administration any rights towards ClimateView, but ii) that it entails that ClimateView can enforce it, the User Terms and the DPA directly against the Administration.

This adherence including the User Terms and the DPA is governed by the governing law and the dispute resolution clause in the User Terms.

This adherence has been signed digitally.

By: _____

Print name:

Date: