

TERMS AND CONDITIONS OF USE

LAST UPDATED MAY 2024

Words defined in these Terms have the meanings set forth herein. If Customer has a currently effective written agreement with Cambio Earth or Cambio Earth's Affiliate specifically governing Customer's use of the Products, then that agreement governs Customer's use of the Products, instead of these Terms. **If no such other agreement exists, then these Terms apply and form a legally binding contract between Customer and Cambio Earth governing all use of the Products by or for Customer.**

By either: (a) clicking a box or button indicating acceptance of these Terms, or (b) accessing or using this website or any Product, Customer represents and warrants that Customer has read, understood, and accepted these Terms. If an individual accepts these Terms on behalf of a company or other entity (e.g., the individual's employer), then such individual represents and warrants that he or she binds such company or other entity to these Terms, and that he or she has authority to do so. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ENTER THIS WEBSITE OR USE ANY PRODUCT.

Cambio Earth reserves the right to revise these Terms from time to time. Customer agrees to any such revisions by continuing to use this website or any Product after Cambio Earth revises these Terms. Customer is responsible for checking the Terms' revision date upon login to a Product to determine if these Terms have been revised.

Part 1: DEFINITIONS

The following words have the following meanings when capitalized in these Terms:

"Affiliate" means any Person that controls, is controlled by, or is under common control with, another Person. In this definition, "control" means (a) direct or indirect ownership of more than fifty percent (50%) of the voting rights in a company or other entity, or (b) the direct or indirect power or authority to direct or manage a Person's business or affairs through ownership of voting securities, contract, voting trust, or any other means.

"BGC Group" means Cambio Earth, its Affiliates (including BGC Engineering Inc., BGC Technologies Inc. (both of which are British Columbia corporations), and their respective Affiliates), and its and their respective employees, representatives, directors, and officers.

"Cambio Earth" means Cambio Earth Systems Inc., a British Columbia, Canada corporation.

"Confidential Information" means any trade secrets or other confidential information of either Party, including non-public information concerning a Party's business, operations, technologies, IP Rights, assets, strategy, systems, data, formulas, price lists, proposals, or financial information. Confidential Information may be in any form, including oral, written, or electronic form. The following information is not Confidential Information: (a) information which is or later becomes publicly available through no fault of the receiving Party or any other Person; (b) information rightfully received from a Third Party not in breach of any confidentiality duty; (c) information a Party independently developed without access to the other Party's Confidential Information; or (d) information the receiving Party can prove it previously knew on a non-confidential basis at the time of disclosure.

"Customer" means, in the case of an individual accepting these Terms on his or her own behalf, such individual. In the case of an individual accepting these Terms on behalf of a company or other legal entity, "Customer" means the company or other legal entity for which such individual is accepting these Terms.

"Customer Data" means information that: (a) is owned by Customer; (b) pertains to Customer's operations, land, infrastructure, or other property; and (c) is entered into a Product.

"IP Rights" means:

(a) any proprietary rights provided under (i) patent law, (ii) copyright law, (iii) design patent or industrial design law, (iv) semi-conductor chip or mask work law, or (v) any other statutory provision or common law principle (including trade secret law) which may provide a right in either (A) ideas, formulae, algorithms, concepts, inventions, software, or know-how generally; or (B) the expression or use of ideas, formulae, algorithms, concepts, inventions, software, or know-how; and

(b) any applications, registrations, licenses, sub-licenses, or other evidence of a right in any of the foregoing.

“**Loss**” means any loss, damage, injury, judgment, damages award, expense, penalty, fine, cost, claim, demand, lawsuit, cause of action, proceeding, or other liability.

“**Modifications**” has the meaning specified in Section 10.

“**Party**” means Cambio Earth or Customer, as applicable. “**Parties**” means both Cambio Earth and Customer.

“**Person**,” as applicable, means a natural person or an entity, such as a partnership, corporation, limited liability company, joint venture, trust, government entity, or other form of entity.

“**Product**” means a software application that Cambio Earth owns or has the right to grant access to (e.g., the Cambio™ software platform), and which Customer accesses under these Terms.

“**Report**” means any report, alert, notice, or other output obtained from or provided by a Product.

“**Site Condition**” means a physical condition of a specific location. Examples of Site Conditions include geohazards, hydrotechnical hazards, landslides, ground movements, rates or accelerations of ground movement, ground elevations, water elevations, water flow rates, weather events, or other physical conditions.

“**Subscription**” has the meaning specified in Section 1.

“**Subscription Fees**” means the fees paid to Cambio Earth for the Subscription.

“**Terms**” means these *Terms and Conditions of Use*.

“**Third Party**” means any Person other than Customer or a BGC Group member.

“**Third Party Liability Cap**” has the meaning specified in Section 25(b).

“**Third-Party Product**” means any product, material, website, program, or information owned by a Third Party and provided with or accessible through a Product.

“**User**” means any individual, employee, representative, agent, contractor, or consultant (other than any of BGC Group) Customer authorizes or enables to access a Product under the Subscription.

Other Rules of Interpretation. Language herein referring to Product use or Product access is used interchangeably to refer to any use of, access to, or reliance upon Products, Reports, or other Product content. The words “herein,” “hereto,” and “hereunder” refer to these Terms as a whole and not to a particular Section or portion thereof. When used herein, the words “including,” “include,” or “includes” are deemed to be followed by the phrase “without limitation.” In these Terms: (a) the singular includes the plural, and vice versa, unless the context requires otherwise; (b) words importing any gender include the masculine, feminine, and neuter gender, and vice versa; and (c) headings are used for convenience only. Grammatical variations of defined terms have similar meanings (e.g., “Losses” means any one or more forms of Loss).

Part 2: GENERAL TERMS AND CONDITIONS

1. Grant of Rights. In exchange for Customer’s acceptance of and compliance with these Terms, Cambio Earth grants Customer a non-exclusive, non-sublicensable, non-transferrable, limited, revocable, terminable right to access the functionality of the Products Cambio Earth permits Customer to access, solely for Customer’s internal business purposes (the “**Subscription**”). The Subscription is not a sale, transfer, conveyance, or assignment of any Product or any interest therein. The Subscription is not a perpetual right or perpetual license to use the Products.

2. Scope of Terms.

(a) These Terms govern the Subscription, Product support, and all access to the Products by or for Customer or Users.

(b) **Trial Use.** These Terms also govern any trial use period of the Products Cambio Earth may grant Customer free of charge. **Access to the Products during any free trial period is provided on an “AS-IS” basis. No member of BGC Group shall have any liability whatsoever for Losses arising from any use of the Products during a free trial. Any Customer Data entered into Products during a free trial period may be permanently lost at the end of the free trial unless Customer purchases a Subscription before the free trial period ends.**

3. Account. If Cambio Earth requires Customer to maintain an account related to a Product, then Customer must keep Customer's account details (e.g., contact information and method of payment) up to date with Cambio Earth. Customer must keep Customer's devices and account secure. Customer is responsible for all activity that takes place on Customer's account. Customer must maintain the confidentiality of Customer's username and password for logging in to any Product.

4. Users. Customer must require Users to comply with these Terms. Customer is responsible for all Product access by Users and any breach of these Terms by Users. Customer must inform Users that they use the Products at their own risk, and that they may only use the Products for Customer's own internal business purposes. Cambio Earth's liability under these Terms is solely to Customer and not to any Users. Customer agrees to indemnify and hold harmless each member of BGC Group from and against all liability to Customer's Users resulting from any use of the Products under the Subscription. At any time in Cambio Earth's sole discretion, Cambio Earth may limit or revoke any access to any Product Customer granted to any User.

5. Permitted Uses. The Products may be used to monitor, process, analyze, transfer, store, or manage information related to certain kinds of Site Conditions. Cambio Earth may approve other Product uses from time to time, in Cambio Earth's sole discretion.

6. Access Limitations. A Product or its features may be subject to certain access limitations, which Cambio Earth may establish or revise from time to time in Cambio Earth's sole discretion.

7. Subscription Fees. Unless waived by Cambio Earth in writing, Customer must pay Cambio Earth periodic Subscription Fees for access to the Products, as specified on Cambio Earth's price list for the applicable Products. Cambio Earth may update the Product price list from time to time. The Subscription Fees are exclusive of any taxes (e.g., VAT, PST, GST, HST, and other applicable sales taxes), duties, and other charges imposed or levied by governmental entities in connection with these Terms or the Subscription. In addition to the Subscription Fees, Customer must also pay for all taxes and costs for customs documentation, duties, and similar charges related to the Subscription.

8. Additional Payment Terms. All Subscription Fees must be paid in full, in advance, by their due date(s). Any Subscription Fees unpaid after such date(s) will be considered delinquent and will thereafter accrue interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower. Customer must reimburse Cambio Earth for any costs Cambio Earth incurs to collect delinquent Subscription Fees, including reasonable legal fees. Cambio Earth may suspend or terminate the Subscription if Customer does not pay any Subscription Fees when due. All Subscription Fees paid are nonrefundable. During any disagreement or dispute between Cambio Earth and Customer, Customer must continue paying Cambio Earth all Subscription Fees when due and without any withholding, reduction, or setoff.

9. Intellectual Property. As between Cambio Earth and Customer (but subject to the following sentence), Cambio Earth owns and retains all rights, title, and interest (including IP Rights) in and to each Product, all Modifications, and all Product content. Customer retains sole ownership of its Customer Data, and the relevant Third Parties retain ownership of their respective Third-Party Products. All information related to how a Product functions or is constituted is Cambio Earth's trade secret.

10. Modifications. If Customer or Users (alone or jointly with any member of BGC Group) create or conceive of any improvements or modifications to a Product ("**Modifications**"), then all rights, title, and interest (including IP Rights) in and to such Modifications shall belong solely to Cambio Earth. Modifications include: (a) products, software, programs, or derivative works based in any way on a Product; and (b) any changes to a Product or its functionality, features, forms, software, programs, or algorithms. Without further consideration, Customer covenants and agrees to do all things and to execute any documents (and to require Users to do the same) necessary to (i) vest all rights, title, and interest in and to all Modifications in Cambio Earth, and (ii) register or otherwise perfect IP Rights for any Modifications.

11. Reservation of Rights. Cambio Earth reserves all rights not specifically granted under these Terms.

12. Third-Party Products. Cambio Earth is not responsible for the content, accuracy, completeness, or copyright compliance of Third-Party Products. Third-Party Products are provided as-is and with no warranty of any kind from Cambio Earth. Customer and Users access or use Third-Party Products at their own risk. Other terms and

conditions may apply to the use of Third-Party Products. Customer is solely responsible for obtaining, reviewing, and complying with any terms and conditions applicable to Third-Party Products.

13. Feedback. Customer agrees to promptly notify Cambio Earth of any Product errors or malfunctions Customer identifies. If Customer provides Cambio Earth suggestions or feedback about a Product, then Customer hereby assigns to Cambio Earth all of Customer's right, title, and interest (including IP Rights) in and to such suggestions or feedback. Cambio Earth may use or implement such suggestions or feedback, without any obligation to Customer.

14. Usage Statistics. As part of Cambio Earth's ongoing effort to improve the Products, Cambio Earth may collect Product usage statistics. Customer consents to Cambio Earth collecting such usage statistics.

15. Customer Data. As between Cambio Earth and Customer, Customer retains all right, title, and interest in and to its Customer Data. Customer hereby grants BGC Group a non-exclusive, royalty-free, worldwide license to reproduce, distribute, use, process, store, and display Customer Data, all as needed for the purposes of Customer's Subscription and subject to the confidentiality requirements herein. Cambio Earth may retain one (1) confidential file copy of Customer Data after the Subscription ends.

16. Other Permissions. Customer agrees that BGC Group may also use Customer Data, anonymized and aggregated usage metrics, and metadata, all on a confidential basis, for the following purposes and activities: (a) to evaluate Customer's use of the Products; (b) to develop, modify, test, validate, calibrate, and improve the Products and other tools (including models, programs, and software); (c) to provide Customer services or other offerings; and (d) for data analytics and other insight generation. Any improved Products or other tools developed in connection with such purposes or activities belong solely to Cambio Earth.

17. Data Entry. Customer is solely responsible for verifying the accuracy and completeness of any data Customer or Users either: (a) upload to a Product, (b) provide to Cambio Earth to upload to a Product, or (c) obtain from a Product or a Report. Cambio Earth is not obligated to verify or monitor the accuracy or completeness of any Report or data in or generated by any Product. Cambio Earth may decline to enter or accept any data into any Product for any reason, in Cambio Earth's sole discretion.

18. Confidentiality.

(a) The Parties each retain sole ownership of their respective Confidential Information. Except as otherwise expressly permitted herein, neither Party may publish or disclose the other Party's Confidential Information to any Third Parties. Each Party must use reasonable care to protect all the other Party's Confidential Information from unauthorized use or disclosure. A Party may only use the other Party's Confidential Information to the extent permitted under these Terms. Cambio Earth may use Customer Data and disclose Customer Data to other BGC Group members to the extent such use or disclosure is necessary for the Subscription or other activities permitted hereunder. Each Party must require all its Affiliates, directors, officers, employees, and personnel to comply with the confidentiality duties in these Terms.

(b) Each Party acknowledges and agrees that its breach of this Section would cause serious and irreparable harm to the other Party, which could not adequately be compensated for in damages. Each Party consents to the other Party seeking an injunction restraining it from any further breach of this Section, in addition to any other remedy a Party may have because of such a breach.

(c) A Party may disclose the other Party's Confidential Information to the extent needed to comply with applicable law or a binding court order. A Party compelled by law or court order to disclose the other Party's Confidential Information must: (i) if legally permitted, promptly notify such other Party of the compelled disclosure requirement before making such disclosure; (ii) if requested, reasonably cooperate with the other Party to obtain a protective order or an assurance from all recipients that such information will be treated as confidential; and (iii) limit the disclosure to the minimum disclosure legally required.

19. Updates and Discontinuance. Cambio Earth may alter or update any Product at any time, without prior notice. These Terms shall govern Customer's access to any such alterations or updates. Cambio Earth may discontinue access to individual features of any Product at any time without prior notice and without any liability for such discontinuance.

20. Security. Use of the Products generally requires an Internet connection. Cambio Earth will make commercially reasonable efforts to maintain the cybersecurity of the Products, but Customer acknowledges that no Internet connection or website is absolutely secure, and data conveyed over the Internet may be intercepted. Customer assumes all risks of cybersecurity incidents associated with use of the Products or the Internet.

21. Compliance with Law. Customer warrants that it has obtained all required corporate approvals to accept these Terms. While using any Product, Customer and Users must comply at all times with all applicable laws and regulations, including all applicable import and export control laws and regulations of the U.S., Canada, and any other applicable jurisdictions. Customer warrants that Customer and Users (a) are not citizens of, and are not located in, any embargoed nation; and (b) are not prohibited under any applicable laws from using any Product.

22. Restrictions. Customer shall not:

- (a) decompile, disassemble, decrypt, reverse-engineer, translate, encode, decode, modify, download, copy, web scrape, or reproduce all or any part of any Product;
- (b) attempt to derive or extract the source code of any Product;
- (c) attempt to defeat, bypass, or deactivate any protection mechanism for any Product;
- (d) introduce or upload to any Product any virus, Trojan horse, worm, back-door, or other malicious or deleterious program or material;
- (e) modify, distort, block, burden, disrupt, impair, or hinder any Product's functionality;
- (f) create derivative works based in whole or in part on any Product;
- (g) rent, lease, lend, sell, distribute or sub-license the Subscription, any Product, or any Report;
- (h) access or use any "restricted access" portion of any Product;
- (i) remove, alter, or disable any IP Rights notice in any Product;
- (j) use any Product for an illegal purpose, or in a manner that does not comply with these Terms;
- (k) upload to any Product any information Customer is not authorized to upload, or which Customer knows (or should know) to be inaccurate, unreliable, outdated, obscene, or defamatory; or
- (l) permit or request any Person to do any of the foregoing.

Customer must require Users to comply with the foregoing restrictions. If Customer or Users violate any restriction listed in this Section, then Cambio Earth may terminate the Subscription, effective immediately upon written notice to Customer. Customer must immediately notify Cambio Earth if Customer becomes aware of any violation of this Section. Cambio Earth is entitled to immediate injunctive relief to stop or prevent any violation of this Section.

23. Term, Suspension, and Termination.

(a) **Term.** These Terms continue in full force and effect until terminated in accordance with the termination provisions contained herein. If Customer or Users continue using any Products after these Terms expire or are terminated, then these Terms shall continue to govern all such use of the Products, and Cambio Earth may thereafter disable any further access of the Products by Customer or Users.

(b) **Suspension and Termination.** Cambio Earth may immediately limit or suspend Product access: (i) in response to network security issues or any other emergency, (ii) as reasonably necessary to perform required maintenance or upgrades, or (iii) if Cambio Earth determines that any Product is or may become subject to a credible allegation that the Product infringes any Person's IP Rights. Cambio Earth may also suspend the Subscription or terminate these Terms if Customer or Users breach these Terms and Customer fails to correct such breach to Cambio Earth's satisfaction within five (5) business days after receiving notice of the breach (but Cambio Earth is not required to provide Customer an opportunity to cure any violation of Section 22 (Restrictions) before Cambio Earth terminates these Terms). Either Party may immediately terminate these Terms in the event of the liquidation, dissolution, or discontinuance of business by the other Party or the filing of any petition by or against the other Party under any federal, state, provincial, or other bankruptcy or insolvency laws.

(c) **Post-Termination.** Upon Customer's written request and at Customer's expense, Cambio Earth will provide Customer a copy of its Customer Data for up to ninety (90) days after the expiry or termination of the Subscription. Cambio Earth may delete Customer Data after that ninety (90) day period ends. Upon the termination or expiration of

these Terms, Customer and all Users must immediately stop using all Products and Cambio Earth may permanently disable access to the Products by Customer and Users.

24. Warranties Disclaimer.

(a) Cambio Earth makes no representation or warranty of any kind that any Product, Report, or Product content is or will be error-free, accurate, complete, timely, up to date, useful, appropriate, adequate, secure, or uninterrupted. Products, Reports, and Product content are provided on an “as is” basis. To the maximum extent permitted by law, Cambio Earth expressly disclaims all warranties (whether express, implied, or statutory) relating to the Products, Reports, or Product content, including any warranties of merchantability, fitness for any purpose, performance, or non-infringement. No oral or written information or advice given by any of BGC Group shall create any warranty relating to any Product, Report, or Product content.

(b) The Products are risk management tools that are provided for general informational purposes to help Customer evaluate certain risks, but not fully mitigate or eliminate such risks. Cambio Earth is not responsible or liable for the identification or mitigation of such risks. Customer and Users must exercise reasonable care when using the Products. Customer is solely responsible for all decisions Customer or Users make based on Reports or other Product content. Customer and Users each use the Products and Reports at their own risk.

(c) After discovering or being notified of a Product error or malfunction, Cambio Earth will make commercially reasonable efforts to fix the error or malfunction. Cambio Earth will determine the response time based on the severity of the error or malfunction.

25. LIMITATIONS OF LIABILITY.

(a) **CAP ON LIABILITY.** BGC Group’s total aggregate liability to Customer for any Losses arising out of, resulting from, or related in any way to these Terms, the Subscription, or any use of the Products SHALL NOT EXCEED a sum of money equal to the Subscription Fees Customer paid Cambio Earth under these Terms during the twelve (12) month period before the date of the first incident or first circumstance resulting in such Losses. This aggregate limitation of liability applies whether Customer brings one or more claims, actions, or other proceedings arising out of, resulting from, or related in any way to these Terms, the Subscription, or any use of the Products by Customer, Users, or any of BGC Group.

(b) **CAP ON LIABILITY TO THIRD PARTIES.** Customer agrees to limit BGC Group’s total aggregate liability to Third Parties for any Losses arising out of or resulting from any use of the Products by BGC Group for or on behalf of Customer to a sum of money equal to the Subscription Fees Customer paid Cambio Earth under these Terms during the twelve (12) month period before the date of the first incident or first circumstance resulting in such Losses (the “Third Party Liability Cap”). Customer shall indemnify BGC Group (and each of them) from and against all such liability to Third Parties above the Third Party Liability Cap.

(c) **EXCLUSIONS OF LIABILITY.**

(i) In no event will any of BGC Group be liable to Customer or any other Person for any Loss arising, in whole or in part, from (A) unauthorized use of a Product; (B) use of a Product for any unapproved purpose; or (C) any failure of a Product to either (1) properly monitor any Site Condition, or (2) provide a timely or accurate alert or notification regarding any Site Condition or Site Condition threshold exceedance.

(ii) In no event will any of BGC Group be liable to Customer or any other Person for any of the following kinds of damages or losses arising out of, resulting from, or related in any way to these Terms, the Subscription, or any use of the Products: (A) exemplary, aggravated, punitive, incidental, special, indirect, or consequential damages; or (B) lost business, business interruptions, lost profit, lost revenue, lost product, lost goodwill, loss of use, costs of capital, loss of Customer Data, or loss of other data. These exclusions of liability apply even if any of BGC Group knew of or had been advised of the possibility of such damages or losses.

(d) The limitations of liability and exclusions of liability in this Section 25 each apply: (i) to the fullest extent permitted by law; (ii) whether liability arises in contract, tort (including negligence), statute, warranty,

strict liability, or any other theory of liability or recovery at law or in equity; (iii) notwithstanding anything herein to the contrary; and (iv) even if any remedy provided herein fails of its essential purpose. If applicable law does not permit the exclusion or limitation of liability as set forth in these Terms, then liability and damages are limited to the greatest extent permitted by applicable law.

26. INDEMNITY. *To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless BGC Group (and each of them) from and against all liability to Third Parties for Losses arising, in whole or in part, from any of the following: (a) use of the Products by Customer or Users; (b) breach of these Terms by Customer or Users; or (c) violation of any Third Party's IP Rights by Customer or Users. Customer may not settle or compromise any claim for which Customer must indemnify BGC Group without first obtaining Cambio Earth's written consent to do so. At Customer's expense, Cambio Earth may assume control of the defense of any claim for which Customer must indemnify BGC Group.*

27. Acknowledgement. The Parties agreed to the limitations of liability, exclusions of liability, indemnities, and warranty disclaimers in these Terms in consideration of the relative risks and benefits of the subject matter of these Terms to each Party. Each BGC Group member is entitled to enforce the limitations of liability, exclusions of liability, indemnities, and warranty disclaimers in these Terms. Additionally, Cambio Earth holds, as trustee for the benefit of other BGC Group members, every exemption, limitation, immunity, indemnity, and other benefit contained in these Terms to which other BGC Group members are entitled.

28. U.S. Government End Users. The Products are "Commercial Products," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as defined in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Products and related documentation are licensed to U.S. Government end users: (a) only as Commercial Products, and (b) with only the rights Cambio Earth grants hereunder. All unpublished rights are reserved under applicable copyright laws.

29. Privacy. To the extent necessary for the Subscription or Product use, Cambio Earth may obtain, process, or use certain data regarding Customer or Users. Such data may be considered personally identifiable or sensitive information under applicable law, such as individuals' names or location data. Customer is solely responsible for obtaining required consents, providing required notices, and otherwise ensuring Customer has the right to use and disclose such personal data to Cambio Earth under applicable data privacy laws. Cambio Earth is committed to safe and secure processing of personal data and compliance with applicable data protection law and privacy law. Cambio Earth will take commercially reasonable technical, administrative, and physical measures to help protect such personal data from unlawful access. Cambio Earth collects, uses, and discloses personal data in accordance with Cambio Earth's privacy policy, which is available upon request.

30. Entire Agreement. These Terms contain the Parties' entire agreement related to the subject matter addressed herein. Any additional terms or conditions contained on any document provided by Customer (e.g., Customer's purchase order terms) are null and void and do not apply. With respect to any matters related to or arising from the Subscription or any Product use, these Terms take precedence over any prior negotiations or any other contract between the Parties.

31. Assignment. Customer may not assign any of Customer's rights or obligations hereunder without Cambio Earth's prior written consent. Cambio Earth may assign its rights or obligations hereunder to (a) any of its Affiliates, or (b) any Person which merges with Cambio Earth or acquires all or substantially all of Cambio Earth's assets. Cambio Earth may also assign its rights and obligations hereunder in respect of a particular Product to any Person that purchases or assumes Cambio Earth's interest in the Product. Any purported assignment in violation of this Section is void. These Terms are binding upon, and inure to the benefit of, the Parties and their respective permitted successors and assigns.

32. Governing Law. These Terms, and any claims arising from these Terms or their subject matter, shall be governed by the law of **British Columbia, Canada** and the federal laws of Canada applicable therein, without regard to any conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

33. Dispute Resolution.

(a) Except for proceedings seeking injunctive, interlocutory, or equitable relief, the Parties agree to attempt to resolve any claim or dispute between them related to these Terms or their subject matter through good faith negotiation, before commencing legal proceedings. The aggrieved Party must promptly provide the other Party a detailed written notice of a claim or dispute. Each Party then agrees to attempt in good faith to negotiate a resolution of the claim or dispute for thirty (30) days or such other period as the Parties may agree in writing (the "Negotiation Period").

(b) Except as set forth below in Section 33(c), if the Parties cannot reach a mutually acceptable resolution of a claim or dispute within the Negotiation Period, then either Party may commence arbitration of the claim or dispute in accordance with the International Commercial Arbitration Rules of Procedure of the Vancouver International Arbitration Center ("VaniAC") as amended, and the laws of the Province of British Columbia then in effect. The VaniAC (or its successor) will administer the arbitration, which shall occur before one arbitrator in Vancouver, British Columbia. The Parties shall agree on an arbitrator within ten (10) Business Days after the request for arbitration, and if they fail to so agree, then the arbitrator will be selected by the head of the Vancouver office of the VaniAC (or its successor). The decision of the arbitrator, which may include an award of costs in the matter, shall be final and binding upon the Parties. Except as otherwise permitted herein (including under Section 33(c)), neither Party shall initiate litigation unless and until this dispute resolution procedure has been employed or explicitly waived in writing. In any event, each Party waives any right to trial by jury.

(c) Notwithstanding Sections 33(a) and 33(b), Cambio Earth may immediately seek an injunction or specific performance in any court having jurisdiction over Customer or User(s) to: (i) enforce these Terms, (ii) stop or prevent any violation of these Terms, or (iii) obtain other relief as necessary to protect Cambio Earth's interests. Such injunctive relief or specific performance is available to Cambio Earth in addition to any other remedies available at law or in equity. Cambio Earth is not required to prove actual damages or post or secure a bond to obtain such injunctive relief or specific performance.

(d) All dispute resolution proceedings and all documents and submissions made pursuant thereto shall be strictly confidential and subject to the provisions of Section 18 (Confidentiality).

34. Force Majeure. Cambio Earth will not be in breach of these Terms because of, and Cambio Earth will not be liable due to, any failure or delay in performing Cambio Earth's obligations under these Terms caused by any circumstance beyond Cambio Earth's reasonable control, such as an act of God, epidemic, pandemic, public emergency, flood, fire, earthquake, severe weather, telecommunications failure, Internet failure, network failure, server failure, power failure, explosion, war, terrorism, invasion, riot, civil unrest, strike, lockout, industrial disturbance, or passage of any law or any action taken by a governmental or public authority (including any act or law imposing an embargo). Cambio Earth will be entitled to a reasonable extension of time for performing such obligations after Cambio Earth is able to resume performance.

35. Notices. Notices given under these Terms must be in writing. Cambio Earth may give Customer notices at any mailing address or email address for Customer that Customer provides Cambio Earth. Notices to Cambio Earth under or related to these Terms must be delivered to the following address (or to such other address as Cambio Earth may later designate as its address for notices): **Cambio Earth Systems Inc., Suite 500 – 980 Howe Street, Vancouver, BC, Canada V6Z 0C8**. Notices are effective upon the intended recipient's receipt of the notice (or on the next business day if received after 5:00 P.M. local time or on a weekend, local federal holiday, or local Provincial or state holiday). Notices given by email are not effective if the sending Party receives a notification that the email failed to transmit.

36. Severability. The illegality, invalidity, or unenforceability of any provision in these Terms will not affect any other provision of these Terms. If a duly appointed arbitrator or court of competent jurisdiction declares any provision of these Terms illegal, invalid, or unenforceable, then any such provision shall be limited or modified to the minimum extent necessary to make it legal, valid, and enforceable, and these Terms as so amended shall remain in full force and effect. If such a revision is not possible, then: (a) only the illegal, invalid, or unenforceable provision will be severed from these Terms; (b) the rest of these Terms will remain in full force and effect; and (c) the Parties must negotiate in good faith to agree on and execute a replacement provision as near as possible to the severed provision's intent.

37. Survival. All the Parties' rights, remedies, and obligations under the following Sections shall survive the expiry or any termination of these Terms and will remain perpetually binding on the Parties: 2 (Scope of Terms), 7

(Subscription Fees), 8 (Additional Payment Terms), 9 (Intellectual Property), 10 (Modifications), 11 (Reservation of Rights), 15 (Customer Data), 16 (Other Permissions), 18 (Confidentiality), 20 (Security), 22 (Restrictions), 24 (Warranties Disclaimer), 25 (Limitations of Liability), 26 (Indemnity), 27 (Acknowledgment), 29 (Privacy), 31 (Assignment), 32 (Governing Law), 33 (Dispute Resolution), 34 (Force Majeure), 36 (Severability), and 38 (Miscellaneous). Any other parts of these Terms that by their nature are intended to survive the expiry or termination of these Terms shall also survive the expiry or any termination of these Terms.

38. Miscellaneous. No failure or delay to exercise any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy, nor shall it preclude any future exercise of that or any other right or remedy. All of Cambio Earth's rights and remedies under these Terms are cumulative. No rule of construction will apply to the disadvantage of either Party because such Party drafted all or any part of these Terms. There are no Third Party beneficiaries under these Terms. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Time is of the essence in these Terms.