

## GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS (THIS "AGREEMENT") GOVERN THE SALE OF THE ABOVE-DESCRIBED REPORTS, DELIVERABLES, AND OTHER MATERIALS AND SERVICES (COLLECTIVELY, THE "SERVICES") OF TPR ENTERPRISES, LLC, D/B/A ECOENGINEERS ("ECOENGINEERS," "WE," "US" OR "OUR"), TO THE ABOVE-NAMED "CUSTOMER" OR "CLIENT" ("USER," "YOU," OR "YOUR"). THIS AGREEMENT EXPLAINS THE TERMS BY WHICH YOU MAY USE THE SERVICES. BY MARKING YOUR ACCEPTANCE THEREOF AND/OR ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT BINDS ALL USERS AND OTHER PERSONS WHO ACCESS THE SERVICES.

1. **Services.** The Services and all Intellectual Property Rights therein and related thereto are the exclusive property of EcoEngineers and nothing shall be deemed to create a license to use the Services except as expressly provided herein. Use of the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

2. **Our License to You.** Subject to the terms of this Agreement, We provide you with a license to use the Services for your internal business use only. We give You a non-transferable, worldwide, royalty-free, non-assignable and non-exclusive license for You to use and/or access the Services only as authorized by this Agreement. This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Us in the manner permitted by this Agreement. You may not (and You may not permit or allow anyone else to) copy, modify, and/or create a derivative work of, the Services unless You have been specifically authorized to do so by Us in writing. Unless We have given You specific written permission to do so, You may not assign or grant a sub-license of Your rights to use the Services, grant a security interest in or over Your rights to use the Services, or otherwise transfer any part of Your rights to use the Services. Unless You have been specifically authorized to do so by Us in writing, you may not disseminate the Services to third parties or allow the Services to be disseminated to or accessed by third parties. For purposes of this Agreement, "Intellectual Property Rights" shall mean any and all intellectual property and proprietary rights, including, without limitation, copyrights, patents, design patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other Services that are delivered to You under this Agreement.

3. **Updates to Terms of Use.** We reserve the right, in Our sole discretion, to prospectively modify or replace this Agreement from time to time. When we change the terms in a material way, we will update the "last updated" date at the bottom of this page and publish it on our website (and notify you of same via email). Your continued use of the Services after any such change constitutes Your acceptance of the new terms. If You do not agree to any of the terms of this Agreement or any future terms, do not use or access (or continue to access) the Services.

4. **Violative Use of the Services.** In addition to the obligations stated in Section 2, You acknowledge and agree to use the Services only in a matter consistent with this Agreement. In the event Your use of the Services is inconsistent with this Agreement You agree to hold harmless and indemnify Us and our subsidiaries, affiliates, officers, agents, and employees (collectively, the "EcoEngineers Parties") from and against any claim, suit or action arising from or in any way related to Your use of the Services or Your violation of the terms and conditions of this Agreement, including any liability or expense arising from all claims, losses, other items, damages, suits, judgments, litigation costs and attorneys' fees. In the event You fail to comply with any provision of this Agreement, You acknowledge and agree that Your rights to use the Services automatically terminate. In the event of a termination of rights to use the Services, You must immediately and permanently delete the Services from any and all devices.

5. **Disclaimer of Warranties. YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. THE ECOENGINEERS PARTIES MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ECOENGINEERS PARTIES MAKE NO WARRANTY (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THAT THE SERVICES WILL BE ERROR-FREE, AND (III) REGARDING THE RELIABILITY OF THE SERVICES. ACCESS TO ANY SERVICES OBTAINED THROUGH THE USE OF DOWNLOADED CONTENT IS DONE AT YOUR OWN DISCRETION AND RISK.**

6. **Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ECOENGINEERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL,**

**SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY LEGAL CLAIM, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ECOENGINEERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ECOENGINEERS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EXCEED THE TOTAL OF THE FEES PAID TO ECOENGINEERS FOR THE SERVICES SOLD HEREUNDER WITHIN THE PRIOR 24-MONTH PERIOD.**

7. **Price.** You shall purchase the Services from Us at the price(s) shown above and reimburse Us for all travel and out-of-pocket expenses incurred by Us in connection with delivering the Services (the "Price" or plurally, the "Prices"), which shall be due in advance of delivery of the Services, except as otherwise specified above. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by EcoEngineers. You shall be responsible for all such charges, costs and taxes (except any taxes imposed on, or with respect to, EcoEngineers' income, personnel, or real or personal property). All payments for Services are nonrefundable and there are no refunds or credits for partially used Services.

8. **Miscellaneous.** No waiver by Us of any of Our rights, remedies, powers, privileges or other provisions of this Agreement is effective unless explicitly set forth in writing and signed by EcoEngineers. Except to the extent there is an expiration of an express time limitation in which to exercise a right, remedy, power or privilege arising from this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. You shall provide materials or information as We may request to carry out the Services in a timely manner and ensure that such materials and information are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by You or otherwise). No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement is for the sole benefit of the parties hereto and the assigns of Us and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in the City of Des Moines, Iowa and County of Polk, Iowa, and You irrevocably submit to the exclusive and personal jurisdiction of such courts in any such suit, action or proceeding and irrevocably waive and release any claim of forum non conveniens or similar claim or defense. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any provision of this Agreement which by its nature should apply beyond the term hereof will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Disclaimer of Warranties, Limitation of Liability, Violative Use of these Services. You acknowledge and agree that We offer the Services to other persons. Nothing in this Agreement shall be construed as a commitment of Us to offer Services exclusively to You. We reserve the right to provide the Services to other persons from time to time and at any time with no exclusivity obligation in favor of You. Additionally, the opinions and analysis We provide to You and others may vary and may change over time or under different contexts as new data, analysis, and events are reviewed. This Agreement may only be amended or modified in a written instrument that states specifically that it amends this Agreement and which is signed by an authorized representative of each party or otherwise in accordance with Section 3. The terms and conditions of this Agreement shall govern the delivery of the above Services (notwithstanding any other terms or conditions pursuant to a Master Services Agreement between the parties or otherwise). In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. You represent and warrant that the person or persons signing this Agreement on behalf of You has authority to bind You and all actions have been taken to authorize such person or persons executing this Agreement to do so. This Agreement, along with the Agreement, constitute the entire agreement between You and EcoEngineers relating to the Services and govern Your use of the Services, superseding any prior or contemporaneous agreements between You and EcoEngineers regarding the Services. If any provision of this Agreement is found by a

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court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action held by you arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section headings in this Agreement are for convenience only and have no legal or contractual effect. This Agreement is not assignable, transferrable, or sublicensable by You except with Our prior written consent; We may transfer, assign, or delegate this Agreement and its rights and obligations without consent.

The terms and conditions of this Agreement are hereby accepted, acknowledged, and agreed to, in exchange for adequate consideration, the receipt, and sufficiency of which are hereby acknowledged.

This Agreement was last updated on: April 23, 2024\_\_\_\_\_.