

**April 4, 2016**  
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**MITIGATION CREDIT PRICE REPORT DATA**

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## **5. WARNING**

YOU ACKNOWLEDGE, SHALL COMPLY WITH, AND TAKE INTO CONSIDERATION THE FOLLOWING WARNINGS FROM **EASI**, AND DULY INFORM YOUR END USERS RESPONSIBLE FOR THE USE OF THE DATA OF THIS WARNING.

THESE DATA MAY BE SUBJECT TO ERROR AS A RESULT OF UNKNOWN INNACURATE REPORTING IN PUBLIC MEDIA FROM WHICH THE DATA HAVE BEEN GATHERED. TO THE EXTENT YOU HAVE ACQUIRED A "ONE OFF" LICENSE TO USE THE DATA, YOU ACKNOWLEDGE THAT SUCH DATA MAY CONTAIN INACCURACIES, ARE CHANGING RAPIDLY IN NUMBER AND VARIETY, AND THAT USE OF SUCH DATA SHALL BE SOLELY AT YOUR OWN RISK.

THE DATA MAY NOT REPRESENT OR INCLUDE ALL AVAILABLE MITIGATION PRICE DATA EXISTING WORLDWIDE AND YOU SHOULD MAKE NO ASSUMPTION OTHERWISE.

UNLESS OTHERWISE CLEARLY STATED, THE DATA SHOULD ONLY BE USED AS AN AID TO UNDERSTANDING COMPENSATORY MITIGATION PRICE POINTS AND TRENDS AND IN NO WAY DOES THE DATA REPLACE THE END USER'S OBLIGATION TO EMPLOY EXPERIENCE AND DILIGENCE IN USING OR REFERENCING THE DATA. THE DATA MAY FACILITATE THE IMPLEMENTATION OF OFFICIAL GOVERNMENT POLICIES, NOT TO REPLACE THEM. ONLY OFFICIAL GOVERNMENT POLICIES AND RELATED NOTIFICATIONS MAY AUTHORIZE COMPENSATORY MITIGATION APPROVALS, RELEASE SCHEDULES. TRANSACTION DEBITS, TRANSACTION AUDITS OR RELATED ACTIVITIES.

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## **6. LIMITED WARRANTY AND DISCLAIMER**

**EASI** warrants that the media, if any, on which the Data is recorded and delivered, including electronically transmitted data files, are free from defects in materials and workmanship under normal use and operation. This limited warranty is effective for a period of thirty (30) days following your receipt of such media. The limited warranty provided herein is made to You if You (a) have fully paid the required license fee for use of the Data, (b) have fully complied with the terms of this Agreement, and (c) are the original licensed end-user. No warranty is made to any other person or entity.

During the warranty period set forth above, **EASI** will replace any media which proves defective in materials or workmanship, without charge, on an exchange basis. This is **EASI**'s entire liability and your sole and exclusive remedy. This remedy shall not apply if the media on which the Data is stored has been damaged by negligence, accident, improper or unreasonable use, or by any other cause unrelated to defective material or workmanship.

THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT THE DATA IS OF A GENERAL NATURE, AND THAT IT MAY NOT BE DESIGNED FOR, ADEQUATE TO, OR CONFORM WITH YOUR SPECIFIC NEEDS AND/OR PURPOSES, NOR THAT IT CONFORMS WITH SPECIFIC REQUIREMENTS OR GOVERNMENTAL STANDARDS OR REGULATIONS IN YOUR STATE OR LOCALITY.

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THE LIMITED WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF **EASI**, AND YOUR REMEDIES SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR ANY OTHER RIGHTS, CLAIMS AND REMEDIES YOU WOULD OTHERWISE HAVE AGAINST **EASI** WITH RESPECT TO THE DATA, THE MATERIALS AND THE SERVICES PROVIDED HEREUNDER.

Notwithstanding the exclusion of warranty for the Data, should You encounter any problems with the Data or find a suspected error, You should report such problem or suspected error to **EASI** as soon as reasonably possible.

## **7. LIMITATION OF LIABILITY**

**EASI** WILL HAVE NO OBLIGATION OR LIABILITY FOR ANY INDIRECT LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER INDIRECT LOSS) WHETHER ARISING IN CONTRACT OR OTHERWISE, IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE DATA, THE MATERIALS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF **EASI** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, **EASI** 'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE DATA DURING THE LATEST TWELVE (12) CALENDAR MONTHS. THESE LIMITATIONS OF LIABILITY DO NOT APPLY IF **EASI** HAS ACTED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED HEREUNDER, AND RECOGNIZE THAT WERE **EASI** TO ASSUME ANY FURTHER LIABILITY BEYOND THAT SET FORTH IN THIS SECTION, SUCH FEES WOULD BE SUBSTANTIALLY HIGHER.

If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on **EASI**'s liability set forth in this Agreement shall apply to the fullest extent permitted by law. If **EASI** cannot exclude or limit a warranty or liability implied by law, this Agreement shall be read and construed subject to such provisions of law.

## **8. INDEMNIFICATION**

You will indemnify and hold harmless **EASI** from and against all claims and liabilities (including claims by third parties including but not limited to land owners, managers and business owners or insurers), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to any person or persons, including Your employees but not employees of **EASI**, or for loss of or damage to any property arising out of Your use of the Data provided hereunder, whether or not arising in tort or occasioned by the negligence of **EASI**, except to the extent

of any obligation, liability, claim or remedy in tort due to the gross negligence or willful misconduct of **EASI**. Your obligations under this indemnity will survive the termination of this Agreement and any Subscription related hereto.

## **9. COMPLIANCE**

You shall be responsible for Your compliance with any applicable restrictions, guidelines, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other localities including state governments. You shall, at Your sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct Your respective activities hereunder.

## **10. AUDIT**

**EASI** will at all times be entitled to audit your compliance with this Agreement, and for this purpose You are obliged to grant **EASI** access to premises, records and other sources **EASI** deems necessary for such audit.

## **11. ASSIGNMENT**

**EASI** may assign and transfer all its rights and obligations under the Agreement to any third party.

## **12. GOVERNING LAW AND LEGAL VENUE**

This Agreement shall be governed and construed in accordance with the laws of California, without regard to its conflicts of laws provisions. Any dispute, controversy or claim arising out of or relating to this Agreement or breach thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be San Francisco, California. The language of arbitration shall be English. This arbitration clause shall not deprive any of the parties from seeking interim injunctive relief in national courts of competent jurisdiction.

## **13. AMENDMENTS**

**EASI** reserves the right to change or modify any of the terms and conditions of this Agreement at any time without notice to You. Any changes or modifications to the terms and conditions will be effective on the date the change or modification is made, and will be provided to You with the next Data update for Your acceptance prior to downloading, installing, accessing or using the updated Data.