



January 1, 2024

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MITIGATION CREDIT PRICE REPORT DATA**

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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.