

Master Services Agreement

Version 1.0 – Effective April 1, 2026

This Master Services Agreement ("**Agreement**") governs the relationship between **Aclymate, Inc.**, a Colorado corporation with its principal place of business at 1888 Sherman Street, Suite 220, Denver, CO 80203 ("**Aclymate**," "**Provider**," "**we**," or "**us**"), and the entity or individual identified on the applicable Order Form ("**Customer**," "**you**," or "**your**"). Aclymate and Customer are each a "**Party**" and collectively the "**Parties**."

By executing an Order Form that references this Agreement, or by accessing or using any Aclymate Service, Customer agrees to be bound by this Agreement and all documents incorporated by reference, including the Data Processing Addendum, Service Level Agreement, and Privacy Policy (collectively, the "**Agreement Documents**").

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting securities or equivalent ownership interest.

"**Authorized User**" means any individual whom Customer permits to access or use the Services under Customer's account, including employees, contractors, and agents.

"**Confidential Information**" has the meaning set forth in Section 9.

"**Customer Data**" means all data, files, documents, records, and information that Customer or its Authorized Users upload, submit, transmit, or otherwise make available through the Services, including financial data, utility data, emissions data, operational data, and any data accessed through Third-Party Integrations on Customer's behalf. Customer Data is Customer's Confidential Information.

"**Data Processing Addendum**" or "**DPA**" means the data processing addendum published by Aclymate at aclymate.com/dpa, as updated from time to time in accordance with Section 16.2, which governs the processing of personal data.

"**Deliverables**" means any reports, analyses, carbon footprint calculations, recommendations, or other work product generated by Aclymate for Customer through the Services, including Turn Key Service deliverables.

"**Documentation**" means Aclymate's standard user guides, help articles, onboarding materials, and technical documentation made available to Customer.

"**Effective Date**" means the date specified on the applicable Order Form, or, if no Order Form is executed, the date Customer first accesses or uses any Service.

"Fees" means the amounts payable by Customer for the Services as set forth in the applicable Order Form or as published on Aclymate's pricing page.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of any kind.

"Order Form" means a written or electronic ordering document executed by the Parties (or accepted by Customer through Aclymate's online sign-up process) that specifies the Services, Fees, Term, and other commercial details, and that incorporates this Agreement by reference.

"Platform" means Aclymate's cloud-based software application and related technology infrastructure, including dashboards, calculation engines, reporting tools, and data management features.

"Privacy Policy" means Aclymate's privacy policy published at aclymate.com/privacy-policy, as updated from time to time.

"Service Level Agreement" or **"SLA"** means the service level commitments published by Aclymate at aclymate.com/sla, as updated from time to time in accordance with Section 16.2.

"Services" means, collectively, the Platform, Turn Key Service (if applicable), and any other products or services provided by Aclymate to Customer under an Order Form.

"Term" has the meaning set forth in Section 11.1.

"Third-Party Integrations" means third-party applications, platforms, or services that Customer connects or directs Aclymate to connect to the Platform, including financial platforms (e.g., Plaid, QuickBooks/Intuit), payment processors (e.g., Stripe), and utility data providers.

"Turn Key Service" means Aclymate's managed climate bookkeeping service, in which Aclymate personnel perform emissions tracking, data entry, carbon credit procurement, reporting, and related tasks on Customer's behalf, as further described in the applicable Order Form.

2. SERVICES

2.1 Platform Access

Subject to the terms of this Agreement and payment of applicable Fees, Aclymate grants Customer a limited, non-exclusive, non-transferable right to access and use the Platform during the Term for Customer's internal business purposes. This right extends to Customer's Authorized Users.

2.2 Service Tiers

Aclymate offers multiple service tiers (e.g., Starter, Professional, Turn Key), each with different features, capacities, and support levels. The specific tier and included features are identified on the applicable Order Form.

2.3 Turn Key Service

If Customer's Order Form includes the Turn Key Service, Aclymate will assign qualified personnel to perform the climate bookkeeping tasks described in the Order Form. Turn Key Service personnel will access Customer Data only as necessary to deliver the services and will be bound by the confidentiality obligations set forth in Section 9. Aclymate remains responsible for the acts and omissions of its Turn Key Service personnel as if they were Aclymate's own.

2.4 Third-Party Integrations

Certain Services require or benefit from connections to Third-Party Integrations. Customer authorizes Aclymate to access data from connected Third-Party Integrations in read-only mode solely to provide the Services. Customer controls which integrations are connected and may disconnect them at any time.

2.5 Carbon Offset Marketplace

The Platform includes an integrated carbon offset marketplace powered by

Aclymate's offset partner, **CNaught**. Through this marketplace, Customer may browse, select, and purchase verified carbon offsets offered by CNaught. Aclymate does not control CNaught or its offerings, and Aclymate does not guarantee the availability, pricing, or specific environmental attributes of any offset project.

2.6 Deliverables

Customer may download, store, share, and use Deliverables for Customer's internal and external business purposes, provided that Customer does not resell Deliverables as a standalone product or service. Customer Data contained in Deliverables remains Customer's property.

2.7 Changes to Services

Aclymate may update, modify, or enhance the Platform from time to time. Aclymate will not materially reduce the core functionality of any Service tier during a Customer's then-current Term without Customer's consent, except where required by law, regulation, or third-party platform changes beyond Aclymate's reasonable control.

3. CUSTOMER RESPONSIBILITIES

3.1 Account Management

Customer is responsible for maintaining the security of its account credentials, managing Authorized User access, and ensuring that all persons who access the Services through Customer's account comply with this Agreement.

3.2 Data Accuracy and Completeness

Customer is responsible for the accuracy, quality, and legality of Customer Data provided to Aclymate. Aclymate's ability to deliver accurate Deliverables – including carbon footprint calculations, Scope 1, 2, and 3 emissions

analyses, and regulatory compliance reports — depends on the quality and completeness of data Customer provides or makes available through Third-Party Integrations. Customer acknowledges that restricting or withholding access to data categories identified by Aclymate as necessary for the contracted Services may materially affect the accuracy, completeness, and usefulness of Deliverables, and Aclymate shall not be responsible for deficiencies resulting from incomplete data access.

Lack of Data Access is Not Grounds for Termination. Customer's failure or refusal to provide data or data access identified by Aclymate as necessary for the Services does not constitute a breach by Aclymate and does not entitle Customer to terminate this Agreement for cause under Section 11.2. Customer remains obligated to pay all Fees due for the Term regardless of whether Customer elects to provide the data necessary for full utilization of the Services.

3.3 Cooperation

Customer will provide Aclymate with timely access to data, systems, and personnel reasonably necessary for Aclymate to perform the Services, particularly the Turn Key Service.

3.4 Acceptable Use

Customer will not, directly or indirectly: (a) sublicense, resell, or make the Platform available to third parties except to Authorized Users; (b) use the Services for any unlawful purpose or in any fashion other than as authorized by this Agreement; (c) attempt to reverse engineer, decompile, or disassemble the Platform; (d) interfere with or disrupt the integrity or performance of the Platform; or (e) transmit viruses, malware, or other harmful code through the Services.

4. FEES AND PAYMENT

4.1 Fees

Customer agrees to pay all Fees specified in the applicable Order Form. Unless otherwise stated, Fees are invoiced in advance on the billing frequency specified (monthly or annually).

4.2 Payment Terms

All invoices are due within thirty (30) days of the invoice date. Payment processing is handled through Stripe, Inc. Aclymate does not receive or store Customer's payment card information.

4.3 Late Payment

Invoices not paid when due will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. If any amount remains overdue for more than thirty (30) days, Aclymate may, upon fifteen (15) days' written notice and opportunity to cure, suspend Customer's access to the Services until all overdue amounts are paid.

4.4 Taxes

All Fees are exclusive of applicable taxes. Customer is responsible for all sales, use, value-added, and similar taxes, excluding taxes based on Aclymate's net income.

4.5 Fee Changes

For month-to-month subscriptions, Aclymate may adjust Fees upon thirty (30) days' written notice. For fixed-term subscriptions, Fees are locked for the duration of the then-current Term. At renewal, Fees will be at Aclymate's then-current standard pricing.

5. INTELLECTUAL PROPERTY

5.1 Aclymate IP

The Platform, including all software, algorithms, methodologies, databases, documentation, branding, and user interface elements, Aclymate trademarks and service marks, and Deliverables (except to the extent of any Customer Data embedded in Deliverables) constitutes Aclymate's proprietary intellectual property. Aclymate owns all right, title, and interest in and to all Aclymate intellectual property as described in this Agreement. Nothing in this Agreement transfers ownership of any Aclymate intellectual property to Customer.

5.2 Customer Data Ownership

Customer retains all right, title, and interest in and to Customer Data. Aclymate claims no ownership of Customer Data.

5.3 Aggregated and Anonymized Data

Aclymate may use Customer Data to generate aggregated and anonymized data for analytics, benchmarking, product improvement, and industry reporting purposes. This right survives termination.

5.4 Feedback

If Customer provides suggestions, ideas, enhancement requests, or other feedback regarding the Services ("**Feedback**"), Aclymate may use such Feedback in perpetuity, including by incorporating it into the Platform or combining it with other Aclymate intellectual property, without any restriction or obligation whatsoever to Customer.

5.5 Customer Use of Aclymate Certifications

Where Customer unlocks or earns certifications through the Platform (collectively, "**Aclymate Certifications**"), Customer is granted a limited, non-exclusive, non-transferable, revocable license to display the associated certification marks, subject to the following:

(a) Customer may display Aclymate Certifications only (i) for the period during which the certification remains valid and in good standing within the Platform or (ii) the Term of this Agreement, whichever is shorter.

(b) Customer's use must be consistent with and supported by the attestations, data submissions, and commitments Customer made within the Platform. Where Customer displays an Aclymate Certification in any digital medium, Customer must include a functioning hyperlink from the certification mark to the corresponding verification reference page provided by the Platform.

(c) Customer will not use Aclymate Certifications in any way that could reasonably be perceived as greenwashing.

(d) Aclymate reserves the right to revoke any certification if Aclymate reasonably determines that Customer's attestations are inaccurate or that continued display is misleading. Upon Aclymate notifying Customer of revocation, Customer will cease displaying the certification within ten (10) days.

(e) Aclymate may provide Customer with brand guidelines for the permitted display of certification marks, and Customer agrees to comply with all such brand guidelines.

5.6 Aclymate Trademarks

The following are trademarks or service marks of Aclymate, Inc.: **Aclymate**, **Fix Your Footprint**, **Climate Leader**, **Climate Wise**, and **Net Zero for All**. Except as expressly permitted under Section 5.5, Customer may not use Aclymate's trademarks, logos, or trade names without Aclymate's prior written permission.

6. SERVICE LEVELS AND SUPPORT

6.1 Service Level Commitments

Aclymate's uptime commitments, planned maintenance windows, support response times, and remedies for service level failures are set forth in the SLA, published at aclymate.com/sla. The SLA is incorporated into this Agreement by reference.

6.2 Support

Aclymate provides support during normal business hours (9:00 AM to 5:00 PM Mountain Time, Monday through Friday, excluding U.S. federal holidays). Response times by issue severity are specified in the SLA.

6.3 Service Interruptions

Aclymate will use commercially reasonable efforts to minimize unplanned service interruptions. Remedies for prolonged outages are set forth in the SLA.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Warranties

Each Party represents and warrants that: (a) it has the legal authority to enter into this Agreement; (b) it will comply with all applicable laws and regulations; and (c) this Agreement constitutes a valid and binding obligation.

7.2 Aclymate Warranties

Aclymate warrants that: (a) The Platform will perform materially in accordance with the Documentation; (b) The Services will be provided in a professional and workmanlike manner; (c) The Platform will not contain viruses, malware, or other malicious code knowingly introduced by Aclymate; (d) To Aclymate's knowledge, the Platform does not infringe any third party's Intellectual Property Rights; and (e) Aclymate maintains safeguards as described in the DPA.

7.3 Customer Warranties

Customer warrants that: (a) Customer Data will not violate any applicable law or third party's rights; and (b) Customer has obtained all necessary consents and authorizations to provide Customer Data to Aclymate.

7.4 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, ACLYMATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT THE PLATFORM IS ERROR-FREE OR THAT OPERATION OR USE OF THE PLATFORM OR ANY SERVICES WILL BE SECURE OR UNINTERRUPTED. WE EXERCISE NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USE OF THE PLATFORM OR ANY SERVICE OR DOCUMENTATION.

8. DATA PROCESSING AND PRIVACY

8.1 Data Processing Addendum

The DPA, published at aclymate.com/dpa, governs Aclymate's processing of Personal Data on Customer's behalf and is incorporated by reference. In the event of conflict regarding Personal Data, the DPA controls.

8.2 Privacy Policy

Aclymate's collection and use of Personal Data is described in the Privacy Policy at aclymate.com/privacy-policy.

8.3 Data Security

Aclymate will implement and maintain appropriate technical and organizational measures to protect Customer Data, as follows:

(a) Encryption:

- Encryption of Personal Data in transit using TLS 1.2 or higher;
- Encryption of Personal Data at rest using AES-256 or equivalent industry-standard encryption.

(b) Access Controls:

- Role-based access controls limiting Personal Data access to authorized personnel on a need-to-know basis;
- Multi-factor authentication for administrative access to systems containing Personal Data;
- Unique user accounts for all personnel (no shared credentials).

(c) Infrastructure Security:

- Regular security assessments, vulnerability scans, and updates;
- Intrusion detection and prevention systems;
- Firewall protections and network segmentation;
- Logging and monitoring of access to systems containing Personal Data.

(d) Physical Security:

- Physical security measures appropriate for the sensitivity of the data at facilities where Personal Data is stored or processed.

(e) Business Continuity:

- Regular data backups with tested restoration procedures;
- Documented disaster recovery plan.

8.3 Security Updates

Aclymate will periodically review and update its security measures to address evolving threats and industry best practices. Aclymate will not materially

reduce the overall level of security protections during the Term.

8.4 Turn Key Service Data Access

Where Customer subscribes to the Turn Key Service, Aclymate personnel will access Customer Data directly. All Turn Key Service personnel are bound by written confidentiality obligations and are trained on data handling procedures.

8.5 Third-Party Integration Data

When Customer connects Third-Party Integrations, Aclymate accesses the resulting data in read-only mode solely to provide the Services. Customer may revoke integration access at any time.

8.6 Data Breach Notification

Aclymate will notify Customer without undue delay, and in any event within forty-eight (48) hours, of becoming aware of any confirmed Security Incident (as defined in the DPA).

8.7 Insurance

Aclymate maintains cyber liability and errors & omissions (E&O) insurance coverage appropriate to the nature and scope of the Services. Upon written request from a current Customer or a prospective Customer in active contract discussions with Aclymate, Aclymate will provide a certificate of insurance confirming current coverage.

9. CONFIDENTIALITY

9.1 Definition

"Confidential Information" means all non-public information disclosed by one Party to the other that is designated as confidential or that a reasonable person would understand to be confidential. Confidential Information includes: (a) Customer's Confidential Information: Customer Data, business operations, financial information, strategic plans, and Order Form terms; (b) Aclymate's Confidential Information: Platform technology, Deliverables, source code, algorithms, product roadmaps, pricing structures, business strategies, and Order Form terms.

9.2 Obligations

The Receiving Party will: (a) use Confidential Information solely to perform under this Agreement; (b) protect it with at least reasonable care; (c) not disclose to third parties except as permitted; and (d) limit internal access to need-to-know personnel.

9.3 Permitted Disclosures

A Receiving Party may disclose Confidential Information: (a) to professional advisors; (b) to Affiliates; or (c) as required by law, with prompt notice where legally permitted.

9.4 Exclusions

Confidential Information does not include information that: (a) is publicly available; (b) was rightfully known prior to disclosure; (c) is rightfully received from a third party; or (d) is independently developed.

9.5 Return and Destruction

Upon termination or request, the Receiving Party will use all reasonable efforts to return or securely destroy all Confidential Information. Exceptions: (i) legal/regulatory requirements; (ii) routine backups; (iii) legal compliance records; and (iv) aggregated and anonymized data per Section 5.3.

9.6 Duration

Obligations survive for three (3) years after termination, except trade secrets which survive indefinitely.

9.7 Equitable Relief

Either Party may seek equitable relief for breach of this Section 9.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages

EXCEPT FOR SPECIFIED CARVE-OUTS (INDEMNIFICATION, GROSS NEGLIGENCE/WILLFUL MISCONDUCT), NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

10.2 Liability Cap

EXCEPT FOR THE CARVE-OUTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10.3 Basis of the Bargain

THE LIMITATIONS REFLECT THE ALLOCATION OF RISK AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN.

11. TERM AND TERMINATION

11.1 Term

This Agreement commences on the Effective Date and continues for the initial term specified in the Order Form. It automatically renews for successive equal periods unless either Party provides thirty (30) days' notice of non-renewal. Aclymate will issue a renewal invoice at least thirty (30) days prior to each Renewal Term (Net-30).

11.2 Termination for Cause

Either Party may terminate if: (a) the other Party materially breaches and fails to cure within thirty (30) days; or (b) the other Party becomes insolvent, files for bankruptcy, or ceases operations.

11.3 Termination for Convenience

(a) By Customer during a fixed term: early termination fee of thirty percent (30%) of remaining unpaid Fees applies. (b) By Aclymate: pro-rata refund of prepaid Fees, no termination fee.

11.4 Termination for Cause – No Early Termination Fee

If Customer terminates for cause due to Aclymate's uncured material breach, no early termination fee applies and Aclymate will refund prepaid Fees pro-rata.

11.5 Effect of Termination

(a) Customer's access ceases. (b) Data Export: 60 days to export. (c) Data Deletion: 60 days production, 180 days backup. (d) Survival: Sections 5, 9, 10, 12, and 14 survive. (e) Outstanding Fees remain due.

12. INDEMNIFICATION

12.1 Indemnification by Aclymate

Aclymate will indemnify Customer from Losses arising from: (a) Aclymate's material breach; (b) a Security Incident as defined in the DPA that results directly from Aclymate's acts; (b) Aclymate's violation of law; or (c) IP infringement claims regarding the Platform. For purposes of this Section 12.1, "Losses" means damages awarded in a fully-litigated dispute arising from a third-party claim.

12.2 Indemnification by Customer

Customer will indemnify Aclymate from Losses arising from: (a) Customer's material breach; (b) Customer's violation of law; or (c) third-party claims from Customer Data.

12.3 Indemnification Procedures

Prompt notice, sole control of defense, reasonable cooperation. No settlement imposing obligations on the indemnified Party without consent.

13. MARKETING AND PUBLICITY

13.1 Customer Reference – Default Consent

Unless Customer opts out in writing, Customer grants Aclymate the right to identify Customer as a client and display Customer's name and logo in customer lists and sales materials. Customer may withdraw consent at any time.

13.2 Case Studies and Testimonials

Require Customer's prior written approval. Customer has ten (10) business days to respond.

13.3 Post-Termination

Aclymate will cease displaying Customer's name within ten (10) business days of termination.

14. GENERAL PROVISIONS

14.1 Governing Law

Colorado law, without regard to conflicts of law.

14.2 Dispute Resolution

Good-faith negotiation first, then Denver, Colorado courts.

14.3 Notices

In writing via email, overnight courier, or certified mail.

14.4 Force Majeure

Neither Party liable for causes beyond its reasonable control. If event continues 60+ days, either Party may terminate.

14.5 Assignment

No assignment without consent, except to successors in mergers/acquisitions.

14.6 Independent Contractors

No partnership, joint venture, agency, or employment relationship.

14.7 Entire Agreement

This Agreement, Order Forms, and Agreement Documents constitute the entire agreement.

14.8 Order of Precedence

(1) Order Form; (2) DPA; (3) MSA; (4) SLA; (5) Privacy Policy.

14.9 Amendments

Aclymate may update with thirty (30) days' notice for material changes. Customer may terminate if they disagree.

14.10 Severability

Invalid provisions modified to minimum extent necessary.

14.11 No Waiver

Failure to enforce does not constitute waiver.

14.12 No Resale

No resale or redistribution without prior written consent.

14.13 Counterparts

May be executed in counterparts, including electronically.

15. CONTACT INFORMATION

Aclymate, Inc.

1888 Sherman Street, Suite 220, Denver, CO 80203

Email: support@aclymate.com | Phone: (303) 495-1248

Privacy: privacy@aclymate.com

[END OF MASTER SERVICES AGREEMENT]