

General Terms and Conditions of SQUAKE.earth GmbH for Clients (Client GTC)

Dated: October 2023

1 SQUAKE

- 1.1 SQUAKE.earth GmbH is registered with the Commercial Register of the Local Court of Charlottenburg (Amtsgericht Charlottenburg) under HRB 234303 B, with business address: Brunnenstr. 19-21, 10119 Berlin, Germany (hereinafter "**we/us**").
- 1.2 We provide an interface for end-to-end carbon calculations and climate contributions measured in CO₂ equivalents ("**Climate Contributions**"). Our clients have the option to purchase Carbon Contributions from climate projects included in our marketplace.
- 1.3 Our calculations and API documentation is available under <https://docs.squake.earth/>
- 1.4 Our Climate Contribution marketplace is available under <https://www.partner.squake.earth/climate-projects>.

2 Scope

- 2.1 These are the general terms and conditions for the business relationship between us and our client ("**you**"). We provide our services exclusively to entrepreneurs and businesses within the meaning of Section 14 of the German Civil Code (BGB).
- 2.2 The contract between you and us consists of the terms agreed upon in the individual order form and these Client GTC.
- 2.3 These Client GTC apply unless the parties have agreed on different regulations. Deviating, opposing or supplementary general terms and conditions of you shall only become integral components of the contract if we agree to their validity in text form. This requirement of approval also applies if we render services after becoming aware of your general terms and conditions.

3 Object of the contract

- 3.1 We provide you with an application programming interface ("**API**") which offers the following services
 - (a) calculation of carbon emissions of your products/ services (in tons of CO₂) based on data transmitted by you
 - (b) purchase of Climate Contributions from projects that are available on our marketplace.
- 3.2 You may choose in the individual order form which of the services set out above you use.
- 3.3 When using our calculation service, you may integrate climate projects from our marketplace into your operations and processes. This way you can purchase Climate Contributions (see Sec. 4). If you want to purchase Climate Contributions without using our calculation service you have to disclose your CO₂ calculation data to us.
- 3.4 You can choose from multiple climate projects on our marketplace when purchasing an Climate Contributions. If your chosen project is not available anymore or sold out, we inform you and shift your Climate Contribution towards a similar project in terms of certification and price. If we are confronted with a shortage of Climate Contributions supply we offer you a refund of your Climate Contribution.
- 3.5 We will issue a contribution confirmation for your Climate Contributions based on the CO₂ amount, price and climate project. CO₂ footprints are calculated according to market standards and publicly available frameworks.

- 3.6 Pricing and scope of the services are to be agreed on individually between the parties depending on your requirements and specifications.
- 3.7 You may use the API on any web page or application owned or controlled by you or that you are authorized to use in accordance with Sec. 8. You do not download but only use the software which underlies the API as part of the service. A technical documentation of the API can be accessed on <http://docs.squake.earth/>.

4 Climate Contributions purchased by you or your end-customers

- 4.1 By integrating the API into your operations and processes you can purchase Climate Contributions balancing out your own emissions or offer your end-customers Climate Contributions when purchasing a product/service from you. You can directly retrieve Climate Contributions from end-customers by including the contribution in the pricing of your product/ service. In this case end-customers have the option to add a Climate Contribution of their purchased service/ product at checkout. Our API provides the CO₂ values based on your checkout details and allows you to register the Climate Contribution as purchased.
- 4.2 We are not entering into direct contractual relations with your end-customer but are forwarding Climate Contributions on your demand. You shall provide customer support for your end-customers regarding their purchase of Climate Contributions from you. We may from time to time support you regarding questions on the calculation or the climate projects.
- 4.3 We invoice you on a monthly basis for all Climate Contributions and charges agreed upon under 3.6.

5 API integration, maintenance and updates

- 5.1 Technical instructions for the initial integration of the API are available under <https://docs.squake.earth/>.
- 5.2 Any additional support or adaptations on project basis are subject to a separate agreement.
- 5.3 Upon your request we may offer technical support and maintenance at our discretion within our operating hours on weekdays between 9 a.m. and 5 p.m. CET excluding national bank holidays in Berlin. You shall consider maintenance periods approximately every four weeks, aimed to not affect API uptime.
- 5.4 We may introduce new features or functionalities of the API or add new services from time to time. The usage of these new features or services may be subject to additional terms and fees. We may make changes to the API, which may include adding, updating, or discontinuing any part of the API. We shall notify you of any material changes.

6 License

- 6.1 Unless otherwise agreed, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable right, limited to the term of the respective individual contract, to use the API in accordance with these Client GTC and in accordance with and for the purpose of our service. You may only use the API on a web page or application owned or controlled by you or that you are authorized to use.
- 6.2 In particular, you are not entitled to make the API available to third parties, to copy it, modify it, decompile it, reverse engineer it or process it beyond the scope of our service. You shall not and shall not permit any third party to (re)sell, sublicense, transfer or distribute the API or any part thereof or to extract, export, scrape or otherwise remove content for use outside of our service.

7 Conclusion of the contract

- 7.1 Contents presented on our website do not constitute binding offers.
- 7.2 After identifying specific needs and discussing individual terms we send an individual offer to you including the current version of these Client GTC. Upon written acceptance of the individual order form the contract between you and us is concluded including these Client GTC.

8 Your Obligations

- 8.1 You provide us with data (among others on suppliers, products, materials as well as transaction data for purchasing transactions) according to agreement and specification by transmitting data via API. You authorize us to make use of all or any such information to the extent required for the provision of the services. Furthermore, you shall ensure that all such information which is given to us was properly and lawfully obtained and may properly and lawfully be provided to us.
- 8.2 You provide us with a list of all authorized domains and/or applications that use our API. You are responsible for ensuring that only authorized domains and applications use the API.
- 8.3 You may only forward data, texts, pictures and other content to us that comply with applicable law.
- 8.4 Unless otherwise agreed, for the term of the respective individual contract, you grant us a simple, transferable, sublicensable right to use the data provided by you to us, for the purpose of performing data validation and environmental impact measurement, also for third parties. However, we may only pass this data on to third parties in aggregated form, so that tracing its origin and individualization are not possible.
- 8.5 You shall use and ensure that your end-customers use our services in compliance with these Client GTC. To ensure your end-customers' compliance you shall agree on binding terms with them. You shall prevent any unauthorized use of the API and immediately inform us of any unauthorized use you become aware of.
- 8.6 You shall appoint a contact person for us who is responsible for data exchange and project coordination.

9 Collection of data

- 9.1 We shall be entitled to rely upon information obtained from public sources or supplied to us by you or your suppliers and shall not in any respect be responsible for the accuracy or completeness of such information or have any obligation to verify the same.
- 9.2 We have permission to use the data generated by you beyond the term of the contract.
- 9.3 We shall not collect, process or otherwise use personal data from your end-customers.

10 Remuneration and Payment conditions

- 10.1 For calculation services, we charge specific monthly/ yearly subscription fee agreed upon in the individual order form with you.
- 10.2 For Climate Contributions, we charge the price depending on the climate project and a net percentage administrative charge specified in the individual order form. We forward the collected amount less the administrative charge directly to the respective climate project.
- 10.3 Development services, additional customer service or training are subject to an individually agreed fee and are charged separately. The same applies to any travel and accommodation expenses.
- 10.4 VAT is to be added where applicable.
- 10.5 We send all invoices by e-mail. Invoices for all services are based on the conditions stated in the individual order form. All invoices shall be paid not later than 30 days after the invoice date. Payments shall be effected to the account named in the invoice.
- 10.6 We reserve the right to suspend our services if the invoice is not paid within 30 days.

11 Liability, damages and limitation of claims

- 11.1 In case of intent or gross negligence of us or our agents or vicarious agents, we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contractual obligations. To the extent the breach of contract is unintentionally, our liability for damages shall be limited to the typically predictable damage.
- 11.2 Our liability for culpable damage to life, body or health shall remain unaffected.

- 11.3 We are only liable for the loss of data according to the above paragraphs if you could not have prevented this loss by adopting suitable data backup measures.
- 11.4 Any liability not expressly provided for above shall be excluded.
- 11.5 Claims of you based on the breach of any duty become time-barred, except in the event of intention or gross negligence, within one year from beginning of the limitation period. This shall not apply if the damage in question incurred by you consists in personal injury. Claims for personal injury become statute-barred within the statutory limitation period.

12 Confidentiality, data protection and data security

- 12.1 You shall treat the terms of our contractual relationship, especially those stated in the individual order form, strictly confidential and not disclose any of this information to third parties unless disclosure is strictly necessary in the course of a legal due diligence for a potential investment.
- 12.2 We treat all non-public confidential and/or protected information that you disclose to us strictly confidential and use such information only for the purpose of providing our services to you.
- 12.3 You are aware of the general risk that transmitted data may be intercepted during transmission. This applies not only for the exchange of information via emails that leave the system, but also for all other data transmission. For this reason, the confidentiality of data transmitted cannot be guaranteed.
- 12.4 We treat your personal data in accordance with data protection standards and specifications. The data protection regulations applicable can be found in our privacy policy on our website. After termination of use, we delete all client-specific data from our servers.
- 12.5 The hosting of the API with our hosting partner Amazon Web Services runs exclusively on EU servers. Our hosting partner is ISO 27001 certified to ensure maximum data security of your data in the data center. All services used by our hosting partner are fully GDPR-compliant. The transmission paths between the web browser and our servers are encrypted.

13 References

- 13.1 The parties may disclose the cooperation between them in the context of sales and marketing activities and use the respective other party's company name, logo and designation in this context.
- 13.2 When integrating climate projects from our marketplace in your operations or processes you shall disclose our cooperation to your end-customer by naming us and displaying our logo or a written, well visible note about the cooperation. The parties coordinate the respective use of our logo in advance.
- 13.3 Upon termination of the contract between the parties, the materials and rights (especially logos and labels) mutually provided under the contract may no longer be used and must, where necessary, be returned. This does not include citing the cooperation for reference purposes.

14 Duration, termination and cancellation of service

- 14.1 Unless agreed otherwise the contract shall run for a period of 24 months and is automatically extended by another 24 months at the end of each term unless effectively terminated by either party at least three months before the end of the term.
- 14.2 Each termination must be declared in text form.
- 14.3 We have the right to suspend our services immediately without prior notice if
 - (a) you violate any of your obligations under sections 6.2 or 8,
 - (b) you or your end-customer is not in compliance with these Client GTC or
 - (c) a third party gained unauthorized access to our services via the API designated to you.

15 Changes to these Client GTC

- 15.1 We reserve the right to change or amend these Client GTC in whole or in part with future effect for the following reasons: legal or regulatory reasons, security reasons, to further develop or optimize existing qualities of our services and to add additional qualities, to adapt to technical progress and make technical adjustments and in order to guarantee the future functionality of the service provided by us.
- 15.2 We inform you of any changes, communicating the specific content of the modified provisions with sufficient advance notice at least two weeks before the planned entry into force of the changes.
- 15.3 The changes are deemed as accepted by you if you do not object to them within two weeks upon receipt of the notification. In the change notification, we shall separately inform you of the right of objection and the above-mentioned legal consequences of remaining silent. We will not change the remuneration agreed upon in the individual order form without your explicit acceptance.

16 Final provisions

- 16.1 You shall only have a right of set-off, reduction and/or retention against us if your counterclaim has been legally established, undisputed or acknowledged by us.
- 16.2 All declarations concerning this contractual relationship must be submitted in text form.
- 16.3 Neither party may assign any of its rights or delegate any of its duties under the contract between the parties without the prior written consent of the other party, not to be unreasonably withheld.
- 16.4 Berlin shall be the place of fulfilment and the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship between the parties including these Client GTC. However, we are entitled to bring legal action at your registered seat. In case your registered seat is outside the European Economic Area all disputes arising out of or in connection with the contractual relationship between the parties shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of the arbitration is Berlin, Germany and the language of the arbitration shall be English.
- 16.5 This contract shall be governed by and construed and interpreted in accordance with German law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

Berlin, October 2023