<h1 style="text-align:center">COMMERCIAL SOFTWARE LICENSE AGREEMENT</h1>

This Licensed APIs License Agreement (this "**Agreement**"), effective as of the _____ day of _____, 20__ (the "**Effective Date**"), is by and between Sabreez PBC (Sabreez) a Delaware Corporation with offices located at 1717 East Cary Street, Richmond, VA 23223 ("**Licensor**") and [LICENSEE NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

<h2 style="text-align:center">BACKGROUND</h2>

Licensor has developed application programming interfaces ("APIs") with which companies can interface to give their customers access to information to drive clean energy consumption by customers. These APIs are proprietary to Licensor and Licensor wishes to license these APIs to Licensee under the terms and conditions of this Agreement. The parties agree as follows:

1. <u>Definitions</u>.
    a. **"Clean Energy Factor"** means the number that represents the sum of the Wind Number and Solar Boost and also represents a User's personalized Clean Energy consumption data.
    b. **"Clean Energy"** means solar and wind energy relative to power derived from fossil fuels.
    c. **"Daily Clean Energy Forecast"** means the projected Wind Number and Solar Boost.
    d. "**Documentation**" means Licensor's user manuals, handbooks, and installation guides relating to the Licensed APIs provided in writing by Licensor to Licensee.
    e. "**Licensed APIs**" means Wind Number™, Solar Boost™, Daily Clean Energy Forecast™, and Sabreez' Clean Energy Game™, including any Updates provided to Licensee pursuant to this Agreement.
    f. **"Sabreez' Clean Energy Game"** means the measure of a User's Clean Energy consumption over a billing period.
    g. **"Solar Boost"** means the API that provides information about the production of solar energy.
    h. "**Updates**" means any updates, bug fixes, patches, or other error corrections to the Licensed APIs that Licensor generally makes available free of charge to all licensees of the Licensed APIs.
    i. **"User"** means an individual consumer that is the customer of Licensee.
    j. **"Wind Number"** means the API that provides information about production of wind energy.

2. <u>License</u>.

    a. <u>License Grant</u>. Licensor hereby grants Licensee a non-exclusive, non-sublicenseable, and non-transferable (except in compliance with <u>Section 11(f)</u>) license during the Term to: (i) use the Licensed APIs solely for the purpose of License displaying the results of such Licensed APIs to its Users; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's internal business purposes in connection with Licensee's use of the Licensed APIs. Licensee may make copies of the Licensed APIs solely for back-up, disaster recovery, and testing purposes; provided that any such copies of the Licensed APIs: (x) remain Licensor's exclusive property; (y) are subject to the terms and conditions of this Agreement; and (z) must include all copyright or other proprietary rights notices contained in the original.

    b. <u>Reproduction and Sharing of Licensed API Outputs.</u> This license includes the right for Licensee to reproduce the Daily Clean Energy Forecast with either a graphic image or a URL (each of which

will be provided by Licensor to Licensee) through social media sharing, or other forms of electronic communication.

c. <u>User Personal Information.</u> Licensee shall, in its sole discretion, opt to disclose User personal information to Licensor as part of the data communication requirements for Licensee's use of the Licensed APIs. Licensee shall advise Licensor regarding disclosure of User personal information before any such disclosure occurs.

d. <u>Sabreez' Clean Energy Game.</u> For additional fees as set forth in <u>Exhibit A</u>, Licensee shall have the right to present User with their Clean Energy Factor as a game or for normative reporting purposes.

e. <u>Use Restrictions</u>. Licensee shall not use the Licensed APIs or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Licensed APIs or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed APIs or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Licensed APIs, in whole or in part; or (iv) remove any proprietary notices from the Licensed APIs or the Documentation.

f. <u>Delivery</u>. Licensor shall deliver the Licensed APIs electronically.

3. <u>Updates and Integration Assistance</u>.
    a. During the Term, Licensor may provide Licensee, at no additional charge, all Updates, each of which constitute the Licensed APIs and is subject to the terms and conditions of this Agreement.
    b. In the event Licensee needs assistance integrating or utilizing the Licensed APIs, Licensor may provide assistance at the rate structure set forth in <u>Exhibit A</u>. Any assistance in this regard will be subject to a statement of work executed by the Parties.

4. <u>Fees and Payment</u>.

    a. <u>Fees</u>. Licensee shall pay Licensor the fees ("**Fees**") set forth in <u>Exhibit A</u>. Licensor shall invoice Licensee for all Fees monthly. Licensee shall pay all undisputed invoices within thirty (30) days after Licensee's receipt of a proper invoice. Licensee shall make all payments hereunder in US dollars. Payments not received when due will incur a late fee of 18% percent per annum, or the maximum amount allowed by law, if less.

    b. <u>Payment Disputes</u>. Licensee may withhold from payment any and all payments of Fees that Licensee disputes in good faith, pending resolution of such dispute, provided that Licensee: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies Licensor of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (iii) works with Licensor in good faith to promptly resolve the dispute; and (iv) promptly pays any amount determined to be payable by resolution of the dispute. Licensor shall not fail to perform any obligation hereunder by reason of Licensee's good faith withholding of any Fees in accordance with this <u>Section 4(b).</u>

c. <u>Taxes</u>. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

5. <u>Confidential Information</u>. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. <u>Intellectual Property Ownership</u>. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Licensed APIs and Documentation.

7. <u>Warranties and Warranty Disclaimer</u>.

   a. Licensor warrants that: (i) the Licensed APIs will perform as described in the documentation for a period of thirty (30) days following the Effective Date and (ii) at the time of delivery the Licensed APIs do not contain any virus or other malicious code.

   b. If, during the period specified in <u>Section 7(a)</u>, any Licensed APIs fails to comply with the warranty in <u>Section 7(a),</u> Licensor shall, at its sole option, either: (i) repair or replace the Licensed APIs; or (ii) if (i) is commercially unreasonable in Licensor's discretion, refund the Fees paid for such Licensed APIs, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Licensed APIs. The remedies set forth in this <u>Section 7(b)</u> are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in <u>Section 7(a).</u>

c. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN <u>SECTION 7(a),</u> THE LICENSED APIS AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. <u>Indemnification</u>.

   a.   <u>Licensor Indemnification</u>.
      i. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including [reasonable] attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Licensed APIs or Documentation, or any use of the Licensed APIs or Documentation in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.
      ii. If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole cost and expense, to (A) modify or replace the Licensed APIs or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If neither of these alternatives are possible notwithstanding Licensor's commercially reasonably efforts, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee, provided that Licensor shall refund or credit to Licensee all amounts paid by Licensee in respect of the Licensed APIs or Documentation that Licensee cannot reasonably use as intended under this Agreement.

9. <u>Limitations of Liability</u>. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS <u>SECTION 9</u>, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS <u>SECTION 9</u>, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions and limitations in this <u>Section 9</u> do not apply to claims pursuant to <u>Section 8</u> and <u>Section 5</u>.

10. <u>Term and Termination</u>.

   a.   <u>Term</u>. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until one (1) year from

such date (the "**Initial Term**"). This Agreement will automatically renew for additional successive one-year term unless earlier terminated by either Party upon sixty (60) days' written notice prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").]

b. <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:

    i. Licensor may terminate this Agreement for convenience, for any reason or no reason, upon ninety (90) days prior written notice to Licensor.

    ii. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party [materially] breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

    iii. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under <u>Section 5</u>, Licensee shall cease using and delete, destroy, or return all copies of the Licensed APIs and Documentation.

d. <u>Survival</u>. This <u>Section 10(d)</u> and <u>Sections 1, 5, 6, 8, 9</u>, and <u>11</u> survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. <u>Miscellaneous</u>.

a. <u>Entire Agreement</u>. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

b. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set

forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or email] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

c. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

d. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

e. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Virginia without giving effect to any choice or conflict of laws. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Virginia in each case located in the city of [CITY] and County of [COUNTY], and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

f. Assignment. Neither Party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party[, which consent will not be unreasonably withheld, conditioned, or delayed.

g. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

h.   <u>Counterparts</u>. This Agreement may be executed in counterparts (including PDFs and scan copies), each of which is deemed an original, but all of which together are deemed to be one and the same agreement.