

Stand For Trees Calculate & Offset Business Program Agreement

THIS STAND FOR TREES CALCULATE & OFFSET BUSINESS PROGRAM LICENSE AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BETWEEN YOU AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT (COLLECTIVELY, "YOU") AND CODE REDD.

(STAND FOR TREES IS A PROGRAM OF CODE REDD, A US NON-PROFIT WITH REGISTERED ADDRESS 242 REDWOOD HIGHWAY, MILL VALLEY, CA 94941, USA)

THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOUR USE OF THE STAND FOR TREES CALCULATE & OFFSET BUSINESS PROGRAM (the 'CALCULATE & OFFSET BUSINESS PROGRAM'). BY USING THE CALCULATE & OFFSET BUSINESS PROGRAM YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF AND ON BEHALF OF THE ENTITY YOU REPRESENT, THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU INTEND TO FULLY PERFORM YOUR OBLIGATIONS HEREUNDER AND BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU CANNOT PARTICIPATE IN OR USE THE CALCULATE & OFFSET BUSINESS PROGRAM IN ANY WAY.

Code Redd makes the Calculate & Offset Business Program available to You solely in accordance with the terms of this Agreement as well as the terms of the online Stand For Trees Calculate & Offset Business Program application procedure, and usage guidelines found on the <https://business.standfortrees.org> website and the <https://standfortrees.org/business> web page, as those procedures and guidelines may be modified and adapted from time to time (together the "Calculate & Offset Business Program Application Procedure"). In consideration of the promises and covenants described in this Agreement, and other good and valuable consideration, You and Code Redd agree as follows:

- 1. License Grant.** Subject to the terms and conditions of this Agreement and your compliance with the Calculate & Offset Business Program Application Procedure, Code Redd grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to (a) subject to your compliance with the terms and conditions of the Calculate & Offset Business Program Application Procedure (which may require the purchase of Certificates (defined herein) to in full or part address Your carbon usage), and (b) use Code REDD's CO2 calculator service for businesses (the 'Carbon Calculator') to calculate Your CO2 usage and the CO2 usage of the entity You represent and, (c) use of certain communications assets, such as digital badges, photos, videos, written reports or exclusive sponsorship claims.
- 2. Representations.** You hereby represent that any and all information You provide as part of the Calculate & Offset Business Program Application Procedure is timely, accurate and complete, or where data has had to be estimated for the Carbon Calculator that estimates are made with best endeavors. You further represent that You do not engage in any of the following activities: child or slave labor; the manufacture, distribution or sale of any high risk soft commodities related to deforestation (including, without limitation, palm, beef, soya, cocoa, coffee, rubber, timber or pulp) unless certified as sustainable; the manufacture, distribution or sale of pornography, tobacco, or arms; gambling; hunting of, or trade in, protected species; or any unlawful activities. Where there is doubt about such representations Code REDD reserves the right to ask you for reasonable additional information.
- 3. Acknowledgements.** You hereby acknowledge that the Certificates (defined herein) purchased through the Calculate & Offset Business Program will not be transferred to You or any third party and no title to the Certificates shall transfer at any time. You further acknowledge that all purchased Certificates will be permanently and irrevocably cancelled by Code Redd immediately upon purchase and will remain in a registry account under the control of Code Redd. "CERTIFICATE" MEANS A UNIT DESIGNATED IN METRIC TONNES OF CO2 INCREMENTS REPRESENTING THE PERMANENT AND VERIFIED REMOVAL, LIMITATION, REDUCTION, AVOIDANCE, PREVENTION, MITIGATION OR SEQUESTRATION OF GREENHOUSE GASES OR OF

EMISSIONS THEREOF THAT HAVE BEEN VERIFIED IN ACCORDANCE WITH THE VERIFIED CARBON STANDARD AND THE CLIMATE, COMMUNITY AND BIODIVERSITY STANDARD.

4. Calculate & Offset Business Program Restrictions. Except as specifically provided herein, You may not and will not permit any third party, directly or indirectly to, in whole or in part: (a) copy the Calculate & Offset Business Program, including the Carbon Calculator; (b) distribute copies of the Calculate & Offset Business Program, including the Carbon Calculator; (c) modify, adapt, translate, make alterations to, or make derivative works based on the Calculate & Offset Business Program, including the Carbon Calculator; or (d) use, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to the Calculate & Offset Business Program, including the Carbon Calculator.

5. Additional Carbon Calculator Restrictions. Due to the terms of Code Redd's licensing agreements for various data and emissions factors, used for the Carbon Calculator, (including with the International Energy Agency (IEA)) you may not display publicly the emissions factors explained in your CO2 emissions report [except on the basis that you have separately and independently licensed any data]. You may only publicly present the final totals. For the avoidance of doubt publicly includes any annual report. However for the purposes of internal company use, or any official sustainability reporting to third parties (such as to the CDP), and/or any audits required by such relevant third-party entity you are required to officially submit emissions to, you may communicate the emissions factors.

6. Proprietary Rights and Confidentiality. The Calculate & Offset Business Program, including the Carbon Calculator, are owned by Code Redd and its licensors and are protected by applicable law. You agree to take all steps reasonably necessary to protect Code Redd and its licensor's proprietary rights in the Calculate & Offset Business Program, and to use the Stand For Trees Digital Badge Program, only in accordance with the terms of this Agreement, the Calculate & Offset Business Program Application Procedure and any other usage guidelines that Code Redd makes available to You from time to time. ALL RIGHTS IN THE CALCULATE & OFFSET BUSINESS PROGRAM, INCLUDING THE CARBON CALCULATOR NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO CODE REDD. ANY AND ALL GOODWILL APPURTENANT TO YOUR USE OF THE CALCULATE & OFFSET BUSINESS PROGRAM INURES EXCLUSIVELY TO THE BENEFIT OF CODE REDD.

7. Delivery of the Calculate & Offset Business Program. Code Redd will provide You with access to use the Calculate & Offset Business Program, in accordance with the provisions of the Calculate & Offset Business Program Application Procedure. Your access to and use of the Calculate & Offset Business Program is contingent on Your satisfaction of the Calculate & Offset Business Program Application Procedure.

8. Refund policy. Code REDD is not able to offer refunds, as once a purchase is made, the emissions reductions, herein referred to as Certificates, are, at the time of checkout, automatically deleted and canceled in the IHS Markit and Verra environmental registries. You must make sure your order is correct (a copy of which is set out below in the Order Details Annex) as all purchases are final. If Code REDD is at fault and has made an error with your order it shall provide you fair compensation, which may be on the basis of providing an equivalent product.

9. Right to Modify Carbon Calculator and Calculate & Offset Business Program Application Procedure. Code Redd reserves the right to modify, adapt, suspend, replace or change at any time the nature, quality, and availability of the Calculate & Offset Business Program, including the Carbon Calculator, and the Calculate & Offset Business Program Application Procedure.

10. Term and Termination. All sections of this Agreement that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement. The Agreement is effective as of the Effective Date (the date of payment, as pertaining to completion of the Calculate & Offset Business Program Application Procedure) and will continue for 12 calendar months.

AFTER 12 MONTHS YOUR RIGHT TO USE YOUR STAND FOR TREES DIGITAL BADGE EXPIRES. CODE REDD AT ITS SOLE DISCRETION MAY ALLOW A FURTHER MONTH OR MONTHS GRACE AS INDICATED IN THE CALCULATE & OFFSET BUSINESS PROGRAM APPLICATION PROCEDURE. FOLLOWING WHICH YOUR DIGITAL BADGE MAY BE OVERWRITTEN WITH THE WORDS 'EXPIRED' OR 'REVOKED'. IN ORDER TO MAINTAIN A DIGITAL BADGE, AFTER THE 12 MONTH TERM AND GRACE PERIOD, YOU MUST MAKE A

NEW ORDER UNDER A SEPARATE CONTRACT. ALL OTHER ITEMS PROVIDED WITH YOUR PURCHASE INCLUDING PHOTOS AND WRITTEN REPORTS REMAIN YOURS SUBJECT TO THIS AGREEMENT.

Code Redd may immediately terminate this Agreement or suspend access to the Calculate & Offset Business Program, and exercise any other rights it may have, if You breach this Agreement or if Code Redd becomes aware of any objectionable behavior on Your part that Code Redd deems, in its sole discretion, may adversely impact Code Redd's reputation, or the goodwill inherent in the Calculate & Offset Business Program, including the Carbon Calculator. All sections of this Agreement that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

11. Compensation. Except as otherwise agreed or set out in this Agreement and the Calculate & Offset Business Program Application Procedure, no amounts are due hereunder and each party will bear all of its own costs and expenses associated with this Agreement. You will promptly pay any amounts set out in the Calculate & Offset Business Program Application Procedure in accordance with its terms.

12. Release. Code Redd will not be liable for and You release Code Redd from losses or damages arising from or in any way related to Your use of the Calculate & Offset Business Program, including the Carbon Calculator and, including without limitation any claims related to errors in the Carbon Calculator or any third party use of the Carbon Calculator or the Calculate & Offset Business Program.

13. Disclaimer of Warranties. THE LICENSES TO THE CALCULATE & OFFSET BUSINESS PROGRAM, INCLUDING THE CARBON CALCULATOR, ARE MADE TO YOU ON AN "AS IS" BASIS. CODE REDD DOES NOT GUARANTEE THAT THE CALCULATE & OFFSET BUSINESS PROGRAM, INCLUDING THE CARBON CALCULATOR, AS WELL AS ANY COMMUNICATIONS ASSETS WILL BE ERROR-FREE OR THAT AVAILABILITY WILL BE UNINTERRUPTED OR THAT THEY WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CODE REDD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THEIR SUITABILITY, RELIABILITY, TIMELINESS, OR ACCURACY, FOR ANY PURPOSE. CODE REDD DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE CALCULATE & OFFSET BUSINESS PROGRAM, INCLUDING THE CARBON CALCULATOR, AND INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. Limitation of Liability. IN NO EVENT WILL CODE REDD BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, RELATED TO YOUR USE OF OR INABILITY TO USE THE CALCULATE & OFFSET BUSINESS PROGRAM, INCLUDING THE CARBON CALCULATOR, OR FOR ANY OTHER CAUSE OF ACTION, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CODE REDD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CODE REDD'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES TO YOU ARISING UNDER THIS AGREEMENT THAT CODE REDD IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO NOT MORE THAN ONE HUNDRED DOLLARS (\$100.00).

15. Governing Law/Mediation. This Agreement shall be governed by the laws of the State of California, without giving effect to its choice of law principles. You consent to the jurisdiction of the state and federal courts in the State of California for the resolution of any dispute arising out of or related to this Agreement. Notwithstanding the foregoing, in the event that there is a dispute between the parties (other than a dispute involving a party seeking equitable relief), the parties agree to use all reasonable efforts to resolve the dispute through direct discussions and mediation between representatives of each party who have authority to settle the controversy.

16. Injunctive Relief. Each party agrees that, because of the unique nature of this Agreement, Code Redd may suffer irreparable injury in the event You fail to comply with any of the terms of this Agreement, and that monetary damages would be inadequate to compensate Code Redd for any such breach. Accordingly, Code Redd will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief, without posting a bond, to enforce the terms of this Agreement.

17. **Publicity and Data Use.** Code Redd may identify You as a licensee of the Calculate & Offset Business Program and may use Your information to contact you and or market you other Code REDD products. It will not share or sell your data to any third parties.

18. **Miscellaneous.** Neither party may assign this Agreement, by operation of law or otherwise, without the prior written approval of the other. Notwithstanding the foregoing, You and Code Redd may assign this Agreement to a related or unrelated party pursuant to a sale, merger or other reorganization. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision. This Agreement may be modified only by a writing signed by both parties. The parties are independent contractors and neither party has the authority to act on behalf of or to bind the other, and this Agreement does not create any other relationship (e.g., employment, partnership, joint venture or agency). All rights and remedies under this Agreement are cumulative. This Agreement, including the Calculate & Offset Business Program Application Procedure, is the parties' entire agreement on this subject and merges and supersedes all related oral understandings, representations, prior discussions, letters of intent, or preliminary agreements.

Execution

IN WITNESS WHEREOF, this Agreement has been duly signed and executed (as of the Effective Date defined above)

Name:
Position:
Company:
Mailing Address:

Email:



Name: Michael Radomir
Title: Executive Director
Company: Code REDD
Mailing Address: 242 Redwood Highway, Mill Valley, CA 94941, USA
Email: business@standfortrees.org

Order Details Annex

Project Name (1) :

Project Name (2) :

Project Name (3) :

Project Name (4) :

Project (1) emission reductions / t CO₂e :

Project (2) emission reductions / t CO₂e :

Project (3) emission reductions / t CO₂e :

Project (4) emission reductions / t CO₂e :

Total emission reductions / t CO₂e :

Badge type :

Content & Reporting level per project :

Price of order :

Currency of order :