

SINGULARITY ENERGY, INC.

LICENSE AGREEMENT AND TERMS OF USE

This License Agreement and Terms of Use (“Agreement”) is entered into by and between Singularity Energy, Inc. (“Singularity,” or the “Company”) and the person or entity agreeing to the Terms of Use set forth below (“Licensee”). This Agreement is effective between the parties on the date of Licensee’s acceptance.

Singularity develops and licenses data-driven decarbonization solutions (“Solutions”) and makes Solutions available in the form of software, know-how, patentable subject matter, copyright-protected documentation and materials and other items of intellectual property (together with all improvements to the same, regardless of when, how and by whom developed, the “Singularity Technology”).

Licensee wishes to obtain, utilize and/or implement Singularity Technology, in the form of one or more APIs and associated API Specifications, as well as Singularity’s proprietary widgets, dashboards, software, and other proprietary property available from Singularity (the “Licensed Materials”) on the terms and conditions herein set forth and use by the person or entity entering into the Agreement (“Licensee”) of Singularity Energy, Inc. (the “Company”) to allow a Software Application to interoperate with the Licensed Materials for purposes permitted hereby. If Licensee is an entity, then the individual executing this Agreement represents and warrants that they have the authority to bind the entity to this Agreement. If the individual does not have that authority, or if the Licensee does not agree with the terms of this Agreement, then the Licensee may not use or implement use any Licensed Material. No right of any kind in any Singularity intellectual property rights of any kind, whether by implication, through course of dealing or otherwise, are or will ever be granted or construed except as explicitly set forth herein. By clicking a button denoting acceptance of this Agreement, or by implementing, downloading or otherwise accessing any Licensed Materials, the Licensee agrees to be legally bound by the terms of this Agreement. This Agreement is effective between the Licensee and Singularity as of the date of Licensee’s acceptance. Licensee and Singularity are each individually referred to herein as a “Party,” and collectively as “Parties.”

1. Definitions

“API Limits” means any restrictions, such as rate limits and concurrency limits, to API calls as may be communicated to Licensee by Singularity from time to time, including by publication on Singularity’s website at www.singularity.energy.

“API Specification” means a written description or definition of the routines, classes, function parameters, protocols, webhooks, related libraries and other instructions that allow a Licensee Application to access and use Licensed Materials, and as substantially described at: www.singularity.energy/documentation.

“Feedback” means suggestions or comments provided by Licensee to Singularity that are related to the Licensed Materials.

“Singularity API” means a collection of routines, classes, function parameters, protocols, related libraries, tools and other instructions provided in source code or object code form that allow access to or interoperability with the Licensed Materials by a Licensee Application, as substantially described and made available at:

“Licensee Application” means software authored by licensee in object code or source code form that accesses or otherwise interoperates with Licensed Materials via one or more APIs.

“Statement of Services” means a document entered into between Singularity and Licensee pursuant to this Agreement, Services to be performed, additional or special Licensed Materials, fees to be charged by Singularity and the specific terms and condition applying thereto. A Statement of Services referencing this Agreement shall be incorporated herein and shall become part of this Agreement.

“Use” means a right to perform or reproduce (as defined under 17 U.S.C. § 101 et seq.) or other applicable copyright statute but does not include any right of sublicense or distribution.

2. Licenses and Restrictions

A. API License. Subject to the provisions of this Agreement, Singularity grants to Licensee a world-wide, revocable, non-exclusive license, without the right to sublicense, to Use the Licensed Materials to facilitate the interoperability of Licensed Materials and the Licensee Applications. This license is subject to the limitations and conditions set forth herein.

B. Feedback License to Singularity. Licensee hereby grants and assigns and agrees to assign to Singularity all legal right, title and interest in Feedback. Further, to the extent Singularity requires the execution of one or more legal documents necessary to perfect these legal rights, Licensee agrees to execute all such documents for Singularity.

C. Ownership. As between the parties to this Agreement, Singularity has and shall retain title, ownership and rights in and to all Singularity Technology, regardless of when, where and how developed or the form or media in or on which it may exist in any original or derivative format. Licensee acknowledges and agrees that (i) this Agreement in no way conveys any right or interest in any Singularity Technology, other than the limited, non-exclusive license specified herein, and that the Singularity Technology embodies valuable confidential and secret information of Singularity, the development of which required the expenditure of considerable time and money. Licensee agrees not to delete or alter any copyright (e.g., “© Singularity Energy, Inc.”) or other proprietary notices signifying Singularity’s rights, or use any of Singularity’s trademarks or logos without Singularity’s prior written consent.

D. License Restrictions. The license granted herein is subject at all times to the API Limits. Without limiting the generality of the foregoing, Singularity may limit the number and/or frequency of API requests, or any Use of APIs that could damage, disable, overburden, impair or otherwise interfere with Singularity’s Solutions, website or business. If Licensee requires greater access to or rights in any Licensed Materials, then Licensee may initiate a request for a custom license and services agreement with Singularity. Additionally, Licensee agrees to and acknowledges the following license restrictions:

(i) Licensee shall not distribute, publicly display, or create derivatives of any Licensed Materials or subset or superset of the same, or sublicense any of the foregoing rights or otherwise permit others to do any of the foregoing.

(ii) Licensee shall not create or disclose metrics about, or perform any analysis of the API or Licensed Materials.

(iii) in no event will Licensee make available Licensed Materials in source code form to an end user any other third party.

(iv) Licensee will not distribute any Licensed Materials to any parties without the consent of Singularity, or permit any third party to do so.

(v) Licensee will notify Singularity in a timely manner to any issues that may arise from using the API.

3. Warranty, Disclaimer, Indemnity, and Limitation of Liability

A. Limitations. Licensee represents and warrants that Licensee has not and will not engage in any attempt to modify, fork, reverse engineer, or otherwise use in any way not explicitly permitted hereby, any Licensed Materials, including without limitation distributing any API or developer kit that is part of Licensed Materials or is based upon or otherwise a modification of, any Licensed Materials.

C. Disclaimer of Warranties. LICENSEE AGREES AND ACKNOWLEDGES THAT THE LICENSED MATERIALS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, AND MAY NOT BE FUNCTIONAL ON ANY MACHINE OR IN ANY ENVIRONMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SINGULARITY DISCLAIMS ALL WARRANTIES RELATING TO THE LICENSED MATERIALS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Singularity makes no representations or warranties regarding the suitability of Licensed Materials for Licensee’s intended requirements or purposes, including for use with any Licensee Application. Further, Singularity makes no representations or warranties regarding the integrity of data that Licensee may transmit, transfer, store, obtain or receive through Use of any Licensed Materials. Singularity is not obligated to maintain or support the Licensed Materials, or to provide Licensee with updates, fixes, or services related thereto. Licensee assumes all risk arising from Use of the Licensed Materials, including, without limitation, the risk of damage to Licensee’s computer system or software applications, the corruption or loss of data, and compliance with all applicable laws and regulations (including laws and regulations related to privacy and data protection).

D. Indemnity. Singularity shall indemnify, defend and hold Licensee harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Licensee which arise out of or result from the infringement by Singularity of any copyright or trademark, or misappropriation of a trade secret relating to the Singularity Technology, provided that Licensee, in the event of any third party

claim (A) promptly gives Singularity notice of the claim, suit, action, or proceeding; (B) gives Singularity sole control of the defense and related settlement negotiations; and (C) provides Singularity with all reasonably available information and assistance necessary to perform Singularity's obligations hereunder. Notwithstanding the foregoing, Singularity shall have no liability for any Losses to the extent arising out of or in connection with: (x) any use or combination of Licensed Materials with any other software, data or equipment; (y) any modification of the Licensed Materials, or any part thereof, in the course of using the Licensed Materials or otherwise; or (z) unauthorized use of the Licensed Materials. If the Singularity Service is held to infringe, then Singularity will, at its own expense, in its sole discretion, use commercially reasonable efforts either (1) to procure a license that will protect the authorized user against such claim without cost; or (2) to replace the infringing Singularity Technology with a non-infringing replacement. If neither of the foregoing alternatives is in Singularity's judgment available on a commercially reasonable basis, then Singularity shall be entitled to terminate this Agreement; provided that it shall remain liable for indemnification hereunder for Losses incurred prior to termination. Notwithstanding any provision hereof that could be construed to the contrary, Singularity's liability hereunder shall not exceed the amount of any fees paid by Licensee hereunder or under any Statement of Services for the twelve-month period preceding the date of the claim. The remedies described in this Section 3.D are the sole and exclusive remedies available to Licensee for Losses described in this Section 3.D.

Licensee shall defend, indemnify and hold harmless Singularity, its affiliates and their respective officers, directors, employees, agents and representatives from any and all Losses incurred by Singularity and arising from the Licensee Application.

E. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OR AS OTHERWISE EXPLICITLY SET FORTH HEREIN, IN NO EVENT SHALL SINGULARITY BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR: (I) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR (II) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS; (III) ANY MATTER BEYOND ITS REASONABLE CONTROL; OR (IV) ANY AMOUNT IN THE AGGREGATE OVER \$100.

4. Confidentiality. As used herein, "Confidential Information" means: (i) any Feedback that Licensee may provide to Singularity; and (ii) any Singularity business or technical information regarding Licensed Materials or Solutions that is disclosed to Licensee in connection with this Agreement, including, but not limited to, any information relating to Singularity's plans, business opportunities, or research and development. Confidential Information excludes any information that: (a) is or becomes generally known to the public other than as a result of Licensee's breach of this Agreement; (b) is rightfully known to Licensee at the time of disclosure without restrictions on use or disclosure; (c) is independently developed by Licensee, without access to or use of any Confidential Information; or (d) is rightfully obtained by Licensee from a third party who has the right to disclose it and who discloses it without restrictions on use or disclosure. Licensee will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party, other than a contractor who needs to know for the purposes of this Agreement and who agrees in writing to treat the Confidential

Information on terms no less protective than this Agreement. Licensee will be liable for any such contractor's failure to treat the Confidential Information in accordance with this Agreement. Licensee will not use Confidential Information, except as necessary for the performance of this Agreement.

5. Term and Termination

A. Term. This Agreement will commence on the date Licensee accepts these terms and conditions, and will continue until terminated as provided in Section(s) 5.B or Section 5.C or as stated in the Statement of Services.

B. Termination for Convenience. Singularity may terminate this Agreement for any reason with thirty (30) days' advance notice to Licensee. Singularity may, in its sole discretion, reinstate Licensee's ability to Use Licensed Materials. Licensee may terminate the Agreement at any time by ceasing to Use the Licensed Materials and disabling the Licensee Application(s)'s ability to Use the same.

C. Termination for Breach. Singularity may terminate this Agreement immediately upon written notice if Licensee breaches this Agreement. Singularity may, at its sole discretion, reinstate Licensee's ability to Use the Licensed Materials if Licensee demonstrate that Licensee has remedied the breach.

D. Emergency Suspension. If Singularity becomes aware of a situation where Licensee's Use of the Licensed Materials may unduly disrupt Singularity's business generally, or if Singularity detects unauthorized third party access to the Licensed Materials or any Singularity product or service (collectively referenced herein as an "Emergency"), Singularity may immediately suspend the offending Use (and any rights licensed under this Agreement that enable such use). Any such suspension shall be to the minimum extent and duration needed to respond to the Emergency. At its sole discretion, Singularity may reinstate the Use (and any rights granted in this Agreement that enable such a use) where the Emergency has been resolved.

E. Survival Upon Termination. Upon termination of this Agreement, the license granted herein to the Licensed Materials shall immediately terminate. Notwithstanding the foregoing, Sections 2.C (Feedback License to Singularity), 3 (Warranty, Disclaimer, Indemnity, and Limitation of Liability), 4 (Confidentiality), and 6 (Miscellaneous) will survive any termination of this Agreement.

6. Miscellaneous

A. Injunctive Relief. The parties acknowledge a violation of this Agreement may cause irreparable harm to the other that is not adequately compensable by monetary damages. In addition to other relief, each party agrees that temporary and permanent injunctive relief may be an appropriate remedy to prevent any actual or threatened violation hereunder.

B. No Support. Unless otherwise agreed to in writing, Singularity shall not be responsible for providing any support, maintenance, or other services (or level of service) to Licensee or any user of Licensed Materials.

C. Export Laws. Licensee shall comply fully with all U.S. export laws and regulations to ensure that neither the Licensed Materials nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

D. Integration; Order of Precedence. Unless otherwise agreed to in writing between the Parties, this Agreement constitutes the entire agreement and supersedes any prior agreements and any prior or contemporaneous understandings, representations and other communications (whether written or oral) between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties hereto. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any order, acknowledgement, or confirmation or other document issued by Licensee, unless the Parties mutually agree in writing that such terms and conditions shall modify, supersede and control in the event of any inconsistency with this Agreement.

E. Severability. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties.

F. Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, internet service provider failures or delays, denial of service attacks, or other similar causes), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that, the affected Party:- (i) provides the other Party with prompt notice of the nature and expected duration of the event; (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event; (iii) provides periodic notice of relevant developments; and (iv) provides prompt notice of the end of such event.

G. Press Release; References. Unless a written waiver has been agreed to between the Parties, neither Party will issue a public statement or press release regarding this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, Singularity, during the term of this Agreement, will be permitted to publicly list Licensee as a customer and Licensee hereby grants Singularity a license to use Licensee's name and logo as well as a written description of the Licensee Application for Singularity's promotional and marketing purposes in connection with this Agreement and any Licensee Application that interoperates with or uses any Licensed Materials.

H. Modification. At Singularity's discretion, Singularity may modify the terms of this Agreement upon advance notice to Licensee. Continued Use of Singularity's APIs after the date such modifications become effective will be deemed to constitute acceptance of the modified terms. If Licensee does not wish to accept such modifications, Licensee may terminate this Agreement in accordance with the provisions herein.

I. Assignment. Licensee may assign this Agreement in its entirety, whether by operation of law, change of control, or otherwise, with the prior written consent of Singularity (not to be unreasonably withheld). Any attempt to assign Licensee's rights or obligations under this Agreement in breach of this section will be void and of no effect. Singularity may assign this Agreement in its entirety whether by operation of law or otherwise without Licensee's prior written consent.

J. Implied License and Estoppel. Nothing in this Agreement shall be construed as granting a license via the doctrines of implied license or legal estoppel to rights beyond what is expressly granted under this Agreement. Further, nothing in this Agreement shall be deemed a waiver of Singularity's intellectual property rights in the Licensed Materials, or other Singularity technologies. These intellectual property rights are reserved to Singularity. Through agreeing to the terms of this Agreement, Licensee acknowledges that Licensee is granted only the rights expressly enumerated in this Agreement and that the actions of the parties and/or the consideration granted under this Agreement is solely for these rights and for no others.

K. Dispute Resolution; Governing Law.

(a) Primary Contacts. All disputes arising under or relating to this Agreement shall be referred to the Client primary contact and the Singularity primary contact, as identified in the applicable Statement of Services. If those individuals do not resolve the dispute within ten (10) Business Days after referral of the matter to them, then unless the Parties otherwise agree, then one or both Parties may provide a dated, written Notice summarizing the issues in dispute, to the other Party (or counsel for each Party) and stating that there is a dispute requiring attention by senior management.

(b) Senior Managers. Upon receipt of written Notice of a dispute for consideration by senior managers, each Party shall notify the other Party which senior managers have been designated to address such dispute. The designated senior managers for each Party shall contact each other by telephone within two (2) Business Days of such referral. If the senior managers do not resolve the dispute within fifteen (15) Business Days after such referral, then unless the Parties agree otherwise, the dispute may be submitted to binding arbitration pursuant to the AAA Commercial Arbitration Rules. In such event, in order to promote constructive negotiations that will seek to avoid the costs and delays attendant to traditional dispute resolution processes, the Parties agree that:

(i) Either Party may demand arbitration, by notice served pursuant to the requirements hereof, setting forth the details of the dispute. A copy of the demand shall be submitted to the AAA by the Party serving the demand.

(ii) The other Party shall be obligated to accept arbitration and, within ten (10) days of receipt of such written demand, set forth, in detail, any counterclaim of its own.

(iii) Within twenty (20) days after the demand made pursuant to subparagraph (i), the Parties shall select (or have selected for them) a single arbiter pursuant to the Commercial Arbitration Rules of the AAA ("Arbiter").

(iv) Within twenty (20) days of his/her appointment, the Arbiter shall hold a hearing or hearings.

(v) The Arbiter shall be obligated to enforce the terms and conditions of this Agreement and the applicable law of the State of New York.

(vi) The Arbiter shall render his/her decision within five (5) days after the close of the hearings. The decision shall be in writing, and may, at the Arbiter's option, provide an explanation for such decision. Each Party shall be responsible for its own attorney's fees and expenses for the arbitration proceedings and shall share equally the costs of the Arbiter.

(vii) The decision rendered by the Arbiter shall be final and binding on the Parties and judgment may thereafter be entered upon it in the Superior Court of Suffolk County, Massachusetts including the Business Litigation Session thereof as available ("MA Superior Court"). If a challenge to the Arbiter's decision is made by a Party in the applicable court, the prevailing Party shall be entitled to its reasonable attorney's fees and expenses for such proceeding.

(viii) Notwithstanding the foregoing, injunctive relief may be sought in MA Superior Court without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

(c) Continuity of Services. In the event of a dispute between Licensee and Singularity, each Party shall continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions hereof, and each Party acknowledges that the other shall be entitled to seek injunctive or mandatory relief, without the need to post a bond, to require the other to continue to perform its obligations during any period when there is a dispute between the Parties.

(d) Governing Law and Jurisdiction. All matters arising under or relating to this Agreement, including the validity, interpretation, and performance of this Agreement, shall be controlled by and construed under the laws of The Commonwealth of Massachusetts, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. Each Party hereby irrevocably submits and consents, and waives any objections, to sole and exclusive jurisdiction and venue in the federal and state courts situated in or serving Suffolk County, Massachusetts. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT.

L. Notices. Notices under this Agreement must be in writing and are deemed to have been given upon (i) personal delivery, (ii) the third business day after mailing, (iii) the first business day after sending by email. Notices to Singularity must be addressed to: "Attn: License, Singularity Energy, Inc."