

END-USER LICENSE AGREEMENT

BY AND BETWEEN

ETHA AB

AND

The Licensee

FOR ACCESS TO ETHA'S RENEWABLE ENERGY GEOGRAPHICAL DATABASE

THIS END-USER LICENSE AGREEMENT (the "**Agreement**") has been entered into on the date of submitting the order form ("Order Form") by the Licensee by and between the following parties:

- 1) **Etha Oy**, a limited liability company incorporated under the laws of Finland, Business Identity Number 1790018-7, the registered office of which is at Vasasplanaden 14 B 11, 65100 Vasa, Finland ("**Etha**"); and
- 2) The Licensee ("**Licensee**"), represented by the applicant who submitted the Order Form.

Etha and the Licensee are jointly hereinafter referred to together as the **Parties** and individually a **Party**.

1 Background

- (A) Etha publishes and manages a descriptive Geographical Database of renewable energy projects in Finland containing a detailed and updated list of published wind and solar energy projects (the "**Software**").¹ Etha provides Software access on a continuing basis subscription.
- (B) This Agreement is a legally binding agreement between the Licensee, an individual customer or entity, and Etha, the author of Etha's Renewable Energy Geographical Database, which may include associated media, printed materials, and online or electronic documentation.
- (C) This Agreement includes terms that limit the Licensee's legal rights and Etha's liability and shall govern all access to and use of the Software. The Licensee hereby agree, without limitation or alteration, to all the terms and conditions contained herein.
- (D) This Agreement has been made available to the Licensee prior to submitting the Order Form and the Licensee accepts the terms and conditions prior to the submittance of the Order Form.
- (E) By installing, copying, or otherwise using the Software, the Licensee agrees to be bound by the terms and conditions outlined in this Agreement. However, if the Licensee does not agree to the terms and conditions outlined in this Agreement, the said Licensee may not download, install, or use the Software.
- (F) The applicant filling in the Order Form is responsible for ensuring that he/she has the right to represent the Licensee he/she represents.

1.1 Definitions

"Agreement" shall refer to this End-User-License-Agreement, including any amendment to this Agreement.

"Etha" shall refer to Etha Oy, the author of the Software.

"Licensee" shall refer to the individual or entity that downloads and uses the Software.

"Order Form" shall refer to Etha's website where the Licensee orders access to the Software.

"Software" shall mean the Geographical Database, the product provided pursuant to this Agreement.

¹ Etha reserves the right to extend the Geographical Database to cover other areas of renewable energy.

1.2 Grant of License

Subject to the terms of this Agreement, Etha hereby grants to the Licensee, a revocable, limited, non-exclusive license during the term of this Agreement to possess and to use the Software. The Software is being distributed by Etha as a service. All distribution or other use of the Software than for the personal use of the individual or entity of the Licensee of this Agreement is strictly forbidden.

1.3 Intellectual Property

You hereby unconditionally agree that all right, title and interest in the copyrights and other intellectual property rights in the Software reside with Etha. The trademarks, logos, designs, and service marks appearing on the Software are registered and unregistered marks of Etha. Accordingly, nothing in this Agreement or the Software grants any right to use any form of intellectual property contained in the Software.

Therefore, all rights, titles, interests, and copyrights in and/or to the Software, including but not limited to all images, graphics, animations, text, data, code, algorithm, and information, are owned by Etha. Accordingly, the Software is protected by applicable copyright laws, and the Licensee is expected to use the Software concerning all intellectual property contained therein, except as otherwise provided for in this Agreement.

1.4 Description of Rights and Limitations

Use: Licensee may use the Software on different computers, and make multiple back-up copies of the Software, solely for Licensee's use within Licensee's business.

Reproduction and Distribution: Licensee may not duplicate or redistribute copies of the Software, without Etha's express written permission.

Licensee Limitation: The Licensee may not:

1. Use the Software for any purpose other than personal and non-commercial purposes;
2. Redistribute the Software;
3. Make the Software available for others than the Licensee himself;
4. Use the Software for any illegal or unlawful purpose;
5. Gather factual content or any other portion of the Software by any automated means, including but not limited to database scraping or screen scraping; or
6. Reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

1.5 Update and Maintenance

Etha shall provide updates and maintenance to the database of the Software on a quarterly basis or as-needed basis.

2 Support

Etha has no obligation to Software support, or to continue providing or updating any of the Software.

3 General Provisions

3.1 Fee and Payment Terms

The remuneration payable to Etha for the use of the Software is an annual remuneration in the amount defined on the Order Form.² The annual remuneration shall be paid in full by the Licensee to Etha on or before the commencement of the following subscription year. A new subscription year starts on the day following the end of the current subscription year.

If this Agreement is terminated by the Licensee, the Licensee is not entitled to a refund of the yearly payment concerning the outstanding year.

All amounts due under this Agreement are exclusive of value added tax which, if applicable, shall be added to the invoice at the rate and in the manner for the time being prescribed by law.

The payment term shall be fifteen (15) days from the invoice date. Penalty interest in accordance with the Finnish Interest Act (633,1982, as amended) shall be payable from the date on which payment was due until the date of payment.

3.2 Term and Termination

This Agreement shall enter into force on the date hereof and remain in force until the termination of this Agreement covering the subscription of the Software user rights.

In the event of termination, all licenses provided under this Agreement shall immediately terminate, and the Licensee agree to discontinue accessing or attempting to access the Software.

Accordingly, this Agreement may be:

1. Automatically terminated if the Licensee fails to comply with any of the terms and conditions under this Agreement;
2. Terminated by Etha; or
3. Terminated by the Licensee.

Either Etha or the Licensee may terminate this Agreement immediately upon written notice to the other Party, including but not limited to electronic mail.

3.3 Surviving Provisions

This Agreement shall remain binding on the Licensee even after he/she/it has ceased to be a party to this Agreement and/or, as the case may be, after the termination of this Agreement with respect to all Parties to the extent the context so requires in order to safeguard the rights of the Parties, including but not limited to Section 1.2, 1.3, 1.4, 3.4 of this Agreement, in accordance with the provisions agreed upon herein.

3.4 Non-Transferability

This Agreement, including the access to the Software, is not assignable or transferable by the Licensee without the prior written consent of Etha; and any attempt to do so shall be void.

3.5 Notice

All notices, demands or other communication to or upon the respective Parties hereto shall be deemed to have been duly given or made when delivered by courier, mail or e-mail (receipt confirmed) to the Party in question as follows:

² As of accepting this Agreement. Etha reserves the right to price changes upon separate notification to the Licensee prior to start of new annual remuneration and updated prices.

If to Etha:

Address: Vaasanpuistikko 14 B 11 65100 Vaasa, Finland

Email: info@etha-consultancy.com

Phone: +358 2900 20440

If to the Licensee:

Contact information as defined in the Order Form by the Licensee.

3.6 Integration

Both Parties hereby agree that this Agreement is the entire and exclusive statement and legal acknowledgment of the mutual understanding of the Parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this Agreement.

3.7 Severability

No delay or failure to exercise, on the part of either Party, any privilege, power or rights under this Agreement shall operate as a waiver of any of the terms and provisions of this Agreement. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this Agreement. Suppose any of the outlined provisions of this Agreement is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this Agreement to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this Agreement.

3.8 Warranty and Disclaimer

Etha, the author of the Software, expressly disclaim any warranty for the Software. The licensed product and all applicable documentation is provided as-is, without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Etha does not warrant that the data in the Software will be error-free or that defects will be corrected. Accordingly, the Licensee accepts any risk arising out of the use or performance of the Software.

3.9 Limited Liability

The Licensee agrees that Etha shall not be liable to Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Etha has been advised of the possibility of such damages. These limitations shall necessarily apply regardless of the primary purpose of any limited remedy.

3.10 Indemnification

The Licensee hereby agree to indemnify and hold Etha harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against Etha, arising from any of the Licensee acts, including without limitation, violating this Agreement or any other agreement or any applicable law.

3.11 Entire Agreement

This Agreement rightly constitutes the entire understanding between Etha and the Licensee. It supersedes all prior agreements of the Parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

3.12 Governing Law and Jurisdiction

This Agreement shall be deemed to be construed under the jurisdiction of the courts located in Finland, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this Agreement shall be brought exclusively in the courts of Finland, and all Parties consent to the jurisdiction thereof. Furthermore, the prevailing Party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this Agreement is made within the exclusive jurisdiction of Finland, and its jurisdiction shall supersede any other jurisdiction of either Party's election.

IN WITNESS WHEREOF the Licensee accepts the terms and conditions in this Agreement by submitting the Order Form for access to Etha's Renewable Energy Geographical Database. The Agreement will be delivered to the Licensee upon submitting the Order Form.