

ELECTRICITY MAPS TERMS OF SERVICE

SELF SERVE API PORTAL TERMS AND CONDITIONS

By using Electricity Maps Services provided by Electricity Maps APS, a Private limited company, whose head office is located at Univate Symbion, Njalsgade 76, DK-2300 Copenhagen S, registered in the Danish Business Authority Register under registration number 39101211 («**Electricity Maps**»), you are agreeing to the Electricity Maps Terms and Conditions.

Client and Electricity Maps are hereinafter individually referred to as a "**Party**" and collectively the "**Parties**".

1. DEFINITIONS

Agreement: means the Terms and Conditions, the Product Details, and the Documentation in its latest version available on the Website.

API: means the application programming interface accessible via the Product Details, including the Updates and the associated Documentation.

API Data: means all data provided by Electricity Maps to Client through the API, as listed in the Product Details.

Authorized Agents: means Client's directors, representatives, employees and service providers authorized to request the API and access the API Data under Client's internal rules.

Client: means the individual or corporate entity authorized to use the Electricity Maps Services, subject to the terms of the Agreement.

Client Data: means any data and content owned by Client, and developed independently of the Services.

Client End-users: means all legal and natural persons using Client Solution.

Client Solution: means the solution developed by Client independently of Electricity Maps to provide services to Client End-users, and that uses API Data. Client Solution is limited to one use case.

Confidential Information: means all information or documents disclosed by each of the Parties to the other Party, in writing or orally, including without limitation all written or printed documents, all design models, trade secrets, know-how, financial or commercial documents, models and calculation results or more generally any means of disclosure of Confidential Information which may be chosen by either of the Parties with regard to the other Party.

Documentation: means any documentation and information provided by Electricity Maps for using the Services and made available to Client by email or on the Platform (in particular the Product Details).

Effective Date: means the date the Agreement comes into force, i.e. the date on which Client pays the first License Fee as provided in Article 4.

Electricity Maps: means Electricity Maps ApS, a Private limited company, whose head office is located at Univate Symbion, Njalsgade 76, 3, DK-2300 Copenhagen S, registered in the Danish Business Authority Register under registration number 39101211.

Electricity Maps Marks: means Electricity Maps' corporate name, trademark and logo.

Entry Data: means the raw data used by Electricity Maps from public data sources (listed here:

https://github.com/electricitymaps/electricitymaps-contrib/blob/master/DATA_SOURCES.md)

Intellectual Property Rights: means, with respect to a Party, all right, title and interest in and to copyrights, patents, designs, trademarks, database rights, domain names, trade secrets, Confidential Information, know-how, and any other intellectual property rights whether registered or unregistered.

License Fee: means the price to be paid by Client in return for the right to use Electricity Maps Services and Maintenance.

Maintenance: means the maintenance of Electricity Maps Services provided by Electricity Maps as described herein.

Personal Data: means all personal data within the meaning of Section 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Personal Data (the "GDPR").

Platform: means the Electricity Maps API Portal proposed by Electricity Maps on which Electricity Maps offers its various products, accessible at: <https://www.electricitymaps.com/zonal-api-access>.

Product Details: means the presentation of the product selected by Client among all the products offered by Electricity Maps accessible via the Platform.

Services or Electricity Maps Services: means access to the API and the API Data.

Technology or Electricity Maps Technology: means all software, databases and infrastructures developed by Electricity Maps, including the API, the Updates and the Platform.

Term: means the term specified in the Product Details.

Token: means the combination of letters and numbers enabling Client to request the API.

Updates: means all new versions of the API and the API Data made available to Client by Electricity Maps, under the conditions of the Agreement.

Website: means Electricity Maps' website <https://www.electricitymaps.com/> and its declinations.

2. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to define the terms and conditions under which (i) Electricity Maps undertakes to make the Services available to Client, enabling access to carbon intensity of electricity consumed in certain regions in the world, in the conditions described herein, and (ii) Client undertakes to use the Services in accordance with the terms of the Agreement.

3. ELECTRICITY MAPS SERVICES

3.1. License grant

Electricity Maps undertakes to provide Client with API Data as listed in the Product Details. In order to retrieve API Data, Electricity Maps provides one or multiple Tokens that enable Client to request the API.

API License. Client is granted a non-exclusive, non-transferable, revocable, worldwide right to request API for the purpose of obtaining and using API Data, for the Term of the Agreement. Client acknowledges that the maximum number of calls to the API is limited as indicated in the Product Details. In case Client's use of the API exceeds such limit, Electricity Maps may suspend the access immediately without prior notice.

API Data License. Client is granted a non-exclusive, non-transferable, revocable, worldwide right to use, reproduce and modify API Data, for the Term of the Agreement, for a single use case and for both of the following purposes:

- internal use: for use by and for Client's internal needs (non-commercial), and
- external use: use of modified API Data by Client End-users, exclusively through Client Solution, strictly for Client End-users' internal needs (non-commercial).

Client expressly acknowledges and agrees that it is not authorized to use, including to provide and to resell, the API Data for any purpose other than strictly specified above. The Parties undertake to perform this clause in good faith.

Electricity Maps Marks. Client is also granted a non-exclusive, non-transferable, worldwide right to reproduce and display Electricity Maps Marks, for the Term of the Agreement, solely for the purposes of indicating that the API Data is provided by Electricity Maps.

3.2. Service level - Maintenance

General Services availability. Electricity Maps undertakes to provide an API uptime of 99%, except in case of (i) a force majeure event as defined in Section 6.3, (ii) Client's non-compliance with the Documentation or inability to request correctly the API, for any reason that is outside of Electricity Maps' control, and (iii) any interruption in access to the Services for maintenance purpose for which Electricity Maps informs Client at least seven (7) days in advance, except in emergencies requiring shorter deadlines (example: major vulnerability of one or more elements constituting the Technology). Electricity Maps shall use its best efforts to make available to Client accurate and updated API Data, during the Term of the Agreement.

Maintenance and Updates. Electricity Maps shall maintain the version of the API available at Effective Date, regardless of potential new versions being released, until the termination of the Agreement. Electricity Maps informs the Client of the availability of API Updates by any means and makes them available to Client, accompanied by the relevant Documentation when available and the instructions deemed necessary to allow Client to use the Services. The installation of API Updates is carried out by Client and under its exclusive responsibility.

3.3. Electricity Maps general undertakings

Duty of care. Electricity Maps undertakes to perform the Agreement in accordance with its duty of care, and warrants that the Services provided hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

Professional organization. Electricity Maps undertakes to put in place the material, organizational and staff resources necessary for the proper performance of the Agreement.


3.4. Client's conditions of use of the Services

API requests can only be made by Authorized Agents, and Client is solely and entirely responsible for the control, monitoring and security of such requests to the API, and particularly for the confidentiality of the Token(s) provided. For the avoidance of doubt, requests to API cannot be made by Client End-users and Client is not authorized to communicate the Token(s) to any third Party. Client must promptly notify Electricity Maps in case of a breach to the above undertakings related to the API or Token(s). Client shall be responsible for all use of the Services that occurs through the Token(s).

Use of API Data. Client is solely and entirely responsible for the control, monitoring and security of use of the API Data by Authorized Agents. Client is solely responsible for informing Client End-users that their use of API Data provided through Client Solution is for their internal use only and shall not be made available to any third party. Client must promptly notify Electricity Maps in case of a security breach related to the API Data.

Appropriateness of API Data. It is Client's obligation and responsibility, throughout the Agreement, to regularly ensure the appropriateness of the API Data based on the Documentation.

Reference to Electricity Maps Marks. Client undertakes to inform Client End-users when API Data (including modified API Data) is made available through Client Solution by inserting

“Source: *ElectricityMaps.com*” or  logo in the methodology and data source sections. Client is solely and entirely responsible in case of modification of API Data independently of Electricity Maps, and shall inform Client End-users and avoid any confusion with Electricity Maps.

4. FINANCIAL CONDITIONS

4.1. LICENSE FEE

Client agrees to pay the License Fee as set forth in the Product Details, in exchange for the right to use Electricity Maps Services under the Agreement.

All prices are in Euros, exclusive of costs and taxes. Particularly, where applicable, prices are subject to VAT at the rate prevailing at the time of invoicing.

Electricity Maps reserves the right to change the License Fees. Electricity Maps shall notify Client by email to the address provided by Client of any rate increase at least fifteen (15) days prior to the effective date. In such an event, Client may terminate the Agreement as set forth in Article 5.2.4. In the absence of such termination, the increased License Fee will apply as of the next due date.

4.2. PAYMENT CONDITIONS

Client agrees to pay the License Fee until the Agreement is terminated by either Party. The first License Fee is paid by Client on the Effective Date and the following License Fees are paid monthly, by direct debit, on the same date.

In order to optimize the security of transactions, Electricity Maps uses the third-party payment service provider Stripe. Electricity Maps does not have access to payment data. The guarantees provided by Electricity Maps for transaction security are identical to those obtained by Electricity Maps from Stripe, accessible at <https://stripe.com/en-dk/legal/ssa>.

If Client does not pay the License Fee, and subject to a written notice sent by email to the address provided by Client which remains without effect during eight (8) days, Electricity Maps reserves the right to suspend Client's access to the Electricity Maps Services until such amounts are paid in.

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5. TERM AND TERMINATION

5.1. TERM

The Agreement enters into force on the Effective Date and is concluded for the Term as specified in the Product Details. At the end of the Term, the Agreement shall be tacitly renewed for additional Terms of one (1) month unless the Agreement is terminated by either Party as set forth in Article 5.2.4.

5.2. SUSPENSION AND TERMINATION

5.2.1. Suspension

In the event of any use of the Services by Client that is contrary to the conditions set out in the Agreement, particularly any use that is (i) illegal, (ii) likely to alter the functioning of the Technology, or (iii) an infringement of the Technology, Electricity Maps may immediately suspend access to the Services by Client.

Such suspension shall under no circumstances be considered as a breach of the Agreement by Electricity Maps and shall be without prejudice to any compensation claim by Electricity Maps for any damage suffered.

Upon suspension, the Parties agree to discuss in good faith the conditions to restore access to the Services as soon as the unauthorized use of the Technology by Client has ended. Otherwise, the Agreement may be subject to termination by Electricity Maps in accordance with the provisions of Section 5.2.2. Termination for default.

5.2.2. Termination for default

In the event of a material breach by Electricity Maps of any of its obligations under the Agreement, Client may terminate the Agreement where Electricity Maps fails to cure or provide Client with a plan for curing said breach within thirty (30) days after receipt of a written notification sent via registered letter with acknowledgment of receipt.

In the event of a material breach by Client of any of its obligations under the Agreement, Electricity Maps may terminate the Agreement where Client fails to cure said breach within thirty (30) days after receipt of a written notification sent by email to the address provided by Client.

5.2.3. Termination due to force majeure

In the event of breach of its obligations due to *force majeure* as defined hereunder, the defaulting Party undertakes to notify the other Party without delay.

From the date of receipt of the notification, if the *force majeure* event persists without interruption or discontinuity for thirty (30) days, the Agreement may be terminated by either Party, by written notification sent via registered letter with acknowledgment of receipt.

Each Party shall bear its own costs incurred as a result of the *force majeure*.

5.2.4. Termination for convenience

Client may terminate the Agreement at any time from its account on the Platform by clicking on the "*terminate my subscription*" section. Termination will be effective at the end of the Term provided the request was sent at least twenty-four (24) hours before the Term.

Electricity Maps may terminate the Agreement at any time by sending a written notification to Client by email. Termination will be effective at the end of the Term.

5.2.5. Effects of termination

Upon any termination of the Agreement or discontinuation of Client's use to the Services for any reason whatsoever:

- i. all rights and licenses on the API granted to Client by Electricity Maps will terminate immediately;
- ii. Client may keep the API Data provided during the Term exclusively for its internal needs (non-commercial);
- iii. Client will pay all sums due and remaining due to Electricity Maps;
- iv. Client shall cease the use of Electricity Maps Marks;
- v. each Party shall return or delete all Confidential Information obtained during the execution of the Agreement.

Notwithstanding any termination, expiry or non-renewal of the Agreement for any reason whatsoever, the obligations of the Parties under the Sections "Liability and Insurance", "Intellectual Property", "Financial Conditions", "Confidentiality", "Applicable Law and Jurisdiction", shall remain in force and shall continue to produce their effects in accordance with the terms specified in such section.

6. LIABILITY AND INSURANCE

6.1. ELECTRICITY MAPS' LIABILITY

Exclusion of Liability. In no event shall Electricity Maps be held liable to (i) Client in case of improper or fraudulent use of Services by Client or a third party to which Client has deliberately or negligently given access or (ii) Client End-users or any other third party to the Agreement for any damage whatsoever.

Client acknowledges that Entry Data related to electricity, greenhouse, gases and weather are uncertain. Given the nature of Electricity Maps Services, Electricity Maps assumes no responsibility for, and shall not be liable for, any damages or expenses incurred by Client as a result of any inaccuracy, incompleteness, untimeliness or obsolescence of the Services.

Limitation of Liability. Except as mentioned above, Electricity Maps' liability in relation with the Agreement shall be limited to direct, personal, and certain damages. In no event shall Electricity Maps be held liable to Client for any indirect, special, exemplary, punitive, incidental, consequential or other damages, whether based on contract, tort, strict liability or otherwise. The Parties agree that the following non-exhaustive damages are explicitly excluded from Electricity Maps' liability: loss of profits, loss of sales, loss of Clients, commercial prejudice, or any loss consecutive to any failure or interruption of the internet or third party internet connections or infrastructure outside of Electricity Maps' control.

Except in case of Electricity Maps' intentional or gross negligence, Electricity Maps' total cumulative liability for all direct damages arising under all claims in connection with this Agreement shall be capped at the sum equivalent to the total License Fees paid by Client to Electricity Maps during the six (6) months preceding the event which

caused the damage, regardless of the legal basis of the claim and the procedure used to settle it.

The limitations and exclusions set forth in this Section shall not apply to any claim in respect of death or personal injury.

The Parties expressly acknowledge and agree that Electricity Maps' limitation and exclusions of liability under this Section have been defined with regard to all other contractual conditions and represent the Parties' agreement as to the allocation of risks and liabilities between them. The Parties acknowledge and agree that the provisions of this Section are material to the Agreement, and that the Agreement would not have been concluded under the same conditions should they have been different.

6.2. CLIENT'S LIABILITY

Client shall bear any consequences and undertakes not to seek Electricity Maps' liability for any malfunction due to the use of the Electricity Maps Services by Client and Client Authorized Agents contrary to the Agreement, the Documentation and any instructions for use provided by Electricity Maps.

Client shall be the sole responsible for the use made by Client End-users of API Data and Client Data. Client shall bear any consequences and undertakes not to seek Electricity Maps' liability for the use made by Client End-users of API Data and Client Data.

Client will defend, hold harmless, and indemnify Electricity Maps from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with Client's use of the Services in breach of the Agreement.

6.3. FORCE MAJEURE

Neither Party will be responsible or have any liability for any delay or failure to perform, to the extent such delay or failure is due to an event of *force majeure*, defined as: unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather. The affected Party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

6.4. INSURANCE

Electricity Maps declares that it (i) holds an insurance policy covering its civil liability and that of its staff for the execution of this Agreement, covering bodily injury, material damage and financial losses caused to Client and/or third parties or subcontractors by Electricity Maps; (ii) shall maintain this insurance throughout the Term of the Agreement; (iii) shall incur the premiums and deductibles of the insurance policies it has signed up.

7. INTELLECTUAL PROPERTY – OWNERSHIP OF DATA

7.1. ELECTRICITY MAPS TECHNOLOGY

Apart from the third-party software that may be included in the Electricity Maps Technology, Electricity Maps is and remains the exclusive holder of all Intellectual Property Rights in and to the Technology.

This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to the Technology. The sole right on the Technology provided herein is the license on the API granted under Section 3.1.

Except as expressly set forth in this Agreement, Client shall not directly, or indirectly:

- request the API for purposes other than authorized under the Agreement or for the benefit of any person or entity other than Client or Client End-users, or with any token other than Client's dedicated Token;
- attempt to reverse engineer, decompile or otherwise attempt to extract the source code of Electricity Maps Technology;
- use the knowledge, information and insights of the use of the Electricity Maps Services to develop products or services in competition with the Services.

Electricity Maps warrants that it is the legitimate owner of all Intellectual Property Rights in and to the Technology or, where applicable, that it has secured the necessary authorization(s) to use third party software integrated in the Technology, for the purpose of the Agreement.

In the event that Electricity Maps Technology or any part thereof is likely to, in Electricity Maps' sole opinion, or do become the subject of an infringement related claim, Electricity Maps undertakes, at its option and expense, to: (i) modify or replace all or part of the Electricity Maps Technology to eliminate the infringement claim, or (ii) secure the right to use the elements covered by the infringement claim from the third party owner, without any additional fee payable by Client, or (iii) terminate the Agreement under the conditions of Section 5.2.2 Termination for default.

Electricity Maps shall defend, indemnify and hold Client harmless against any claim brought against Client by a third party contending that Client's use of Electricity Maps Technology infringes any Intellectual Property Right of such third party. This warranty shall not apply and Electricity Maps shall have no liability for any claim or demand arising from (i) an allegation that does not state with specificity that Electricity Maps Technology are the basis of the claim; (ii) the use or combination of Electricity Maps Technology or any part thereof with software, hardware, or other materials not developed by Electricity Maps if the use of Electricity Maps Technology without such combination would not infringe, (iii) modification of Electricity Maps Technology by a party other than Electricity Maps, if the use of unmodified Electricity Maps Technology would not infringe, or (iv) an allegation made against Client prior to the Effective Date or based upon actions taken by Client prior to the Effective Date.

If Client provides some feedback or suggestions in connection with the Technology, including suggestions for making improvements or changes, Electricity Maps may use such

information for any purpose, including for support and development, without any limitation of any kind.

7.2. ENTRY DATA

Client expressly acknowledges and agrees that the Entry Data is the raw data retrieved by Electricity Maps from a variety of public data sources (listed here : https://github.com/electricitymaps/electricitymaps-contrib/blob/master/DATA_SOURCES.md)

Client acknowledges that sources of Entry Data may vary. While Electricity Maps undertakes to make its best efforts to ensure the highest quality of Entry Data possible, Client acknowledges that Entry Data is provided “as is”, with no warranties whatsoever. Electricity Maps shall not be responsible for the accuracy, completeness, legality and reliability of the Entry Data.

7.3. API DATA

API Data provided by Electricity Maps to Client under this Agreement are precisely listed in the Product Details.

Electricity Maps is and remains the exclusive holder of all Intellectual Property Rights in and to the API Data. This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to the API Data. The sole right on the API Data provided herein is the license on the API Data granted under section 3.1.

7.4. ELECTRICITY MAPS MARKS

Electricity Maps is and remains the exclusive holder of all Intellectual Property Rights in and to the Electricity Maps Marks. This Agreement shall not be interpreted as an assignment and does not transfer to Client any title or ownership in and to the Electricity Maps Marks. The sole right on the Electricity Maps Marks provided herein is the license on the Electricity Maps Marks granted under Section 3.1.

7.5. CLIENT SOLUTION AND CLIENT DATA

Apart from the third-party software that may be included in Client Solution, Client is and remains the exclusive holder of all Intellectual Property Rights in and to the Client Solution and Client Data. This Agreement shall not be interpreted as an assignment and does not transfer to Electricity Maps any title or ownership in and to Client Solution and Client Data.

Electricity Maps does not have access to Client Solution and Client Data, which are the sole responsibility of Client.

Client shall defend, indemnify and hold Electricity Maps harmless against any claim brought against Electricity Maps by Client End-users or a third party alleging that Client Solution and/or Client Data are illegal, harmful or infringe any Intellectual Property Right of such third party.

8. PERSONAL DATA

The Parties undertake to comply with the legal framework in force applicable to the processing of Personal Data and, in particular the GDPR.

Electricity Maps acts as data controller for the processing of Client Personal Data, including the personnel involved in the commercial discussions related to the Agreement. In such context, Electricity Maps processes the contact details for the purpose of managing its clientele on the legal basis of the pre-contractual relationship with Client and the execution of the Agreement. For more information, see [Electricity Maps' Privacy Policy](#).

In case Electricity Maps is given access to Personal Data of Client's employees or contractors within the provision of Services (including IP address), Electricity Maps then acts as data processor on the legal basis of the pre-contractual relationship with Client and the execution of the Agreement. In this case Electricity Maps undertakes to:

- process Personal Data only for the purpose of providing the Services and in accordance with Client's instructions. If Electricity Maps considers that an instruction constitutes a violation of the applicable regulations, it shall immediately inform Client;
- to the extent possible, assist Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects;
- notify Client within 48 hours of becoming aware of it, by telephone followed by e-mail confirmation of any Personal Data breach within the meaning of the Personal Data Protection Legislation. Such notification shall be accompanied by any relevant documentation to enable Client, if necessary, to notify the breach to the competent supervisory authority;
- take all necessary precautions to preserve the confidentiality and security of the Data it processes and, in particular, prevent it from being distorted, damaged or communicated to unauthorised third parties, and more generally, implement appropriate technical and organisational measures;
- ensure that persons authorised to process personal data under this agreement (i) undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality (ii) receive the necessary training in the protection of Personal Data;
- assist Client in carrying out impact assessments and consultations, questions, requests or due diligence by the competent supervisory authority, for example by providing useful information on the Technology;
- provide Client with the necessary documentation to demonstrate compliance with all of its obligations;
- return any Data at the end of the Agreement or delete it according to Client's choice, unless there is a legal obligation for Electricity Maps to retain such Data;
- inform Client if Electricity Maps is required by a judicial or administrative authority to provide access to the Data, unless applicable law prohibits such disclosure for reasons of material public interest.

9. CONFIDENTIALITY

9.1. CONFIDENTIAL INFORMATION

During the Term of this Agreement and for a period of five (5) years thereafter, the Parties agree to:

- protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential

information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information;

- only disclose and allow the internal use of Confidential Information to its employees, agents and/or representatives (and any authorised subcontractors) who have a need to know such Confidential Information for the purpose of this Agreement and who are bound to a written agreement protecting such Confidential Information as required hereby;
- not copy, reproduce, duplicate or make use of the other Party's Confidential Information for any reason other than in connection with the performance of the Agreement;
- not disclose the other Party's Confidential Information to any third party, in any way whatsoever (including verbally) for whatever reason without the prior written consent of that other Party;

Confidential Information shall not include any information that a Party can show:

- is or becomes generally known to the public without breach of any obligation owed to the other Party;
- was known by a Party prior to its disclosure by the other Party;
- was independently developed by a Party without breach of any obligation owed to the other Party; or
- is received from a third party without breach of any obligation owed to the other Party;
- is disclosed or announced to the public by mutual agreement between the Parties.

All Confidential Information transmitted by each of the Parties to the other Party, must be returned or destroyed immediately upon request.

If a Party is compelled by law to disclose Confidential Information of the other Party, in particular following a request from a judicial or administrative authority, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if such Party wishes to contest the disclosure before disclosing such Confidential Information.

9.2. COMMERCIAL REFERENCE

By way of exception to the above Section 9.1, during the Term of this Agreement, each Party may publicly refer to the other Party as a Client or provider and may use the other Party's name, trade name and main logo (whether registered as a trademark or not) orally and in written commercial materials, including on their websites in connection therewith. The Parties agree that such commercial reference shall be strictly limited to the reproduction of such signs and the information of a commercial relationship between the Parties.

The Parties may also agree to issue a mutually agreed to and approved joint press release announcing the relationship. The Parties may also participate in other marketing and referral activities as may be mutually agreed, such as a presentation of the activity of the other Party.

10. AUDIT

Electricity Maps shall be authorized to audit Client to ensure its compliance with the provisions of the Agreement, and particularly with the volume of API requests and the purpose of use of API Data. Upon fifteen (15) days prior written notice, Client should cooperate by providing Electricity Maps or an independent auditor chosen by Electricity Maps access to all relevant documentation (incl. reporting tables).

If Electricity Maps determines any non-compliance with the Agreement, the Parties will discuss in good faith a new License Fee that is suited to Client's use and pay Electricity Maps' reasonable costs of the audit. Electricity Maps reserves the right to seek any other remedies available at law or in equity.

11. ANTI-CORRUPTION

Each Party hereby expressly agrees that in all matters related to this Agreement and the Parties' relationship, each Party shall, and shall cause its officers, directors, employees, subcontractors, representatives and agents to, (a) conduct all business, exercise all rights and perform all responsibilities under this Agreement and in all dealings related hereto, with integrity and in an honest, ethical manner; and (b) comply with all applicable laws and regulations, including without limitation, the applicable anti-corruption laws.

The Parties expressly acknowledge and agree that under no circumstances shall either Party, or any person employed or engaged by such Party, either directly or indirectly through any intermediary:

- give, pay, offer, accept, promise to pay or authorize the giving or payment of any bribe, kickback, illicit payment or anything of value to any person in violation of anti-corruption laws; or
- enter into any transaction that is intended or designed to circumvent anti-corruption laws; or
- make or offer to make any political contributions or donations in contravention of anti-corruption laws.

Each Party shall implement and shall maintain throughout the term of this Agreement and the Parties' relationship, policies and programs designed to fulfill its obligations under this Section.

To the extent permitted, each Party shall promptly inform the other Party of any official investigation for alleged breach of anti-corruption laws in relation with this Agreement.

12. STAFF

Each Party retains the management and supervision of the staff it assigns to the performance of the Agreement; such staff shall remain in all circumstances under the hierarchical authority of their respective employers.

Electricity Maps declares that it complies with all applicable laws and regulations, including all rules governing illegal and concealed work. It undertakes to fulfil all formalities required to

perform the Services. It represents that the Services shall be performed by persons recruited regularly and in compliance with the applicable laws.

Electricity Maps undertakes to provide upon request of Client all the documentation required to perform the Services in compliance with the applicable laws and regulations (a certificate of registration of its company, a certificate from the relevant social security agency confirming its compliance with the social statements and the related payments, and a certificate confirming the filing upon the relevant tax administration of the mandatory tax statements).

13. ASSIGNMENT - SUBCONTRACTING

This Agreement is concluded *intuitu personae* with Client and may in no case be assigned or transferred in any way whatsoever, in whole or in part, for any reason whatsoever, by either of the Parties without the express written agreement and the other Party.

Electricity Maps shall be free to subcontract all or part of its obligations under the Agreement (unless where stated otherwise) but shall remain liable to Client for the services entrusted to the said subcontractor(s).

14. ENTIRETY OF AGREEMENT

The Agreement replaces and excludes all other documents and/or agreements and/or declarations and/or communication by the Parties relating to the same subject.

The Agreement consists of the following documents, in the order of precedence set below:

- the present Terms and Conditions;
- The Product Details;
- The Documentation in its last updated version available on the Website.

Any modification of the Agreement requires an amendment agreed upon and signed by both Parties.

15. RELATIONSHIP

The Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties, neither with any third party beneficiaries.

16. SEVERABILITY – WAIVER

If any of the provisions of the Agreement were declared null or void by a court of competent jurisdiction, the said provision shall be deleted from the Agreement and the Parties undertake to negotiate in good faith an alternative provision. The other provisions of this Agreement shall remain in full force and effect.

No failure or delay by either Party in exercising any right under the Agreement shall constitute a waiver of that right.

17. APPLICABLE LAW AND JURISDICTION

Any dispute regarding the Agreement, or the validity of the same, shall be governed by the law of Denmark, apart from rules of private international law/conflict of laws rules.

Disputes between Parties relating to the Agreement shall be resolved by mutual negotiation. If the dispute cannot be resolved by negotiation, the dispute shall be finally settled by the courts of Denmark, Copenhagen.