

UPSTREAM TECH HYDROFORECAST™ END USER LICENSE AGREEMENT

This End User License Agreement (the “EULA”) applies to your use of the HydroForecast™ Platform licensed from Upstream PBC dba Upstream Tech (“Company”). This EULA is entered into by Company, whose principal place of business is 2401 Monarch Street Alameda, CA 94501 USA, and Customer. These License Terms contain the general terms relating to Customer’s access to and use of the Services. The applicable Master Service Agreement (“MSA”) sets forth the terms pursuant to which Customer purchased the License.

By signing or otherwise indicating acceptance of the MSA or downloading, accessing or using any Services, you accept and agree to be bound by this EULA. If you are entering into this EULA on behalf of a company, other legal entity or government agency, you represent that you have the authority to bind that entity to the terms and conditions of this EULA. Capitalized terms used in this EULA are defined in Section 1, or where not defined in Section 1, have the definition given in the MSA..

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “Content” means any imagery, data, derived or value-added product, service, analysis, tool, or work licensed by Company to Customer under the terms of this EULA and the MSA, including, without limitation, information products and digital data sets.
- 1.2. “Affiliation Group” means members and chapters of affiliated non-governmental organizations that pay membership fees to Customer and receive services from Customer that are provided independent of the Platform and Services provided by Company, in addition to access to Content.
- 1.3. “End User” means any ONE of the following that accepts the terms of this Agreement and is supplied with Content: one individual; one company, corporation, utilities, not including subsidiaries, affiliates, or representative offices; one member of an Affiliation Group; one office or department of a civilian national agency/ministry at the cabinet level; one civilian national agency/ministry below the cabinet level; one office or department of a branch of a national military; one office or department of a national defense agency, national intelligence agency, or unified command; one federated state or provincial agency/ministry, county, or local government; one non-governmental organization or nonprofit organization within a single country; one educational organization within a country; one office or department within an international organization, institution, or agency, including the United Nations or European Union; or any one entity or equivalent to any of the entities listed above.

2. SERVICES AND SUPPORT

- 2.1. Subject to the terms of this EULA, Company will use commercially reasonable efforts to provide Customer the Content or Services via the Platform or as otherwise agreed in accordance with the Service Level Terms, if any, and as specified in the applicable Order Form or Scope of Work. As part of the registration process, Customer will identify an administrative user name and password for Customer’s account on the Platform. Customer is solely responsible for any and all access and use of the Services that occurs using the administrative user name and password for Customer’s account, and shall restrict access to the account. Customer agrees to immediately notify Company of any unauthorized use of Customer’s account, or any other breach of security known to Customer. Company reserves the right to refuse registration or cancel passwords if usage is deemed by Company to be inappropriate. Content or Services will be deemed delivered when first made available for access via the Platform, or when actually delivered if no Platform access is granted. Company shall have no liability for any loss or damage arising from Customer’s failure to comply with the terms set forth in this Section.
- 2.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services as specified in the applicable Order Form or Scope of Work.

3. ACCEPTANCE OF LICENSING TERMS

- 3.1. Customer and End Users covered by this EULA agree to be bound by the terms of this EULA by doing any of the following: accepting, wholly or partially, a quote for the supply of the Content or Services; agreeing in writing to the terms of this EULA; opening the package containing the Content; downloading, installing, or using the Content on a computer or other electronic device; retaining the Content for more than five days following receipt; or accessing the Content either through an End User Access Account or, if a different delivery mechanism is selected, opening the package containing the Content.
- 3.2. A license granted under this EULA is non-sublicensable and non-transferable, unless otherwise approved in writing by the Company. The Company reserves all rights not expressly granted by this EULA or other signed writing between the Parties, and no other rights are implied, by estoppel or otherwise.

4. GRANTED LICENSE AND PERMITTED USES

- 4.1. In consideration of the mutual covenants herein and for other good and valuable consideration, and conditioned upon Customer acceptance of and compliance with all terms of this EULA, the Company grants Customer and its End Users a limited, nonexclusive, non-sublicenseable, non-transferable license during the Term to make unlimited copies of the Content for internal use only.

5. INTELLECTUAL PROPERTY AND RESPONSIBILITIES

- 5.1. Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or Content or any software, documentation or data related to the Platform or Content (“Software”); modify, translate, or create derivative works based on the Platform or Content or any Software (except to the extent expressly permitted by Company); rent, lease, distribute, sell, resell, assign, or otherwise transfer any Content, or Customer’s rights to use the Platform or Content, to any third party; use any Platform or Content for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and End Users; publish or disclose to third parties any evaluation of the Platform or Content without the Company’s prior written consent; use the Platform or Content for any purpose other than its intended purpose; interfere with or disrupt the integrity or performance of the Platform or Content or remove, bypass, or circumvent any electronic or other form of protection included in the Platform or Content; attempt to gain unauthorized access to the Platform or Content or their related systems or networks, use the Platform or Content in any manner that violates the Company’s Code of Ethics, available at <https://upstream.tech/ethics>, or remove (or fail to display, as may be required by this EULA) any proprietary notices or labels.
- 5.2. Customer agrees to comply with all applicable laws. Without limiting the foregoing, Customer agrees to comply with all United States export laws and applicable import laws of Customer’s locality (if Customer is not located in the United States), and Customer agrees not to export any Software without first obtaining all required authorizations or licenses. In particular, but without limitation, the Software may not be exported to re-exported into i) any U.S. embargoed countries; or ii) to anyone on the U.S. Treasury Department’s list of Specially Designated nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, Customer makes representations and warranties of not being located in any such country or on any such list. Customer also agrees not to use the Software for any purposes prohibited by United States law.
- 5.3. The Content is owned by us or our licensors and protected by the laws of the state of California, the United States, and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. Company or our licensors retain all rights, title, and

ownership interest not granted under this EULA. From the date of acceptance of this EULA by one of the means listed above, Customer will employ all reasonable efforts to protect Content, or any part of the Content, from unauthorized use, distribution, disclosure, or publication. Company or its licensors retain all rights over Company trademarks, including but not limited to, Upstream PBC trademarks.

- 5.4. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 5.6 or otherwise from Customer's use of the Content or Services. Although Company has no obligation to monitor Customer's or End Users' use of the Content and Services, Company may do so and may prohibit any use of the Content or Services it believes may be (or is alleged to be) in violation of the foregoing.
- 5.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Content or Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.
- 5.6. Customer shall be solely responsible for its actions and the actions of its End Users while using the Content or Services. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's or End Users' use of the Content or Services, including without limitation the provision and storage of Customer Data (as defined in Section 6.1 below); (b) not to send or store any Customer Data on or to the Services that violates the rights of any individual or entity established in any jurisdiction; (c) not to use the Services for illegal, fraudulent, unethical or inappropriate purposes; (d) not to interfere or disrupt networks connected to the Services or interfere with other ability to access or use the Services; (e) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (f) not to interfere with another customer's use and enjoyment of the Services or another person or entity's use and enjoyment of similar services; (g) not to use the Services in any manner that impairs the Services, including without limitation the servers and networks on which the Services is provided; (h) to comply with all regulations, policies and procedures of networks connected to the Services and Company's service providers; and (i) to use the Services only in accordance with this EULA. Customer acknowledges and agrees that Company neither endorses the contents of any Customer communications or Customer Data, nor assumes any responsibility for any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Company does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Customer Data, or any other information or data input into or stored in the Services for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality and accuracy of Customer Data input into the Services. Company reserves the right to amend, alter, or modify Customer's conduct requirements as set forth in this EULA at any time.

6. WARRANTY DISCLAIMER

- 6.1. COMPANY AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THAT ACCESS TO THE PLATFORM, OR THAT THE CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY OFFER ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM, CONTENT, OR SERVICES. COMPANY AND ITS SUPPLIERS AND LICENSORS CANNOT BE HELD RESPONSIBLE FOR ANY ACTIONS TAKEN BY THE CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM, CONTENT, OR SERVICES ARE PROVIDED "AS IS" AND COMPANY AND ITS SUPPLIERS AND LICENSORS

HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS (WHETHER LATENT OR PATENT), AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE , OR TRADE PRACTICE. THE EXPRESS WARRANTIES MADE IN THIS SECTION ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY END USER OR ANY OTHER THIRD PARTY. NO WARRANTIES OF ANY KIND WHATSOEVER ARE MADE FOR CUSTOMER'S BENEFIT FOR ANY PILOT USE.

7. MISCELLANEOUS

- 7.1. Company and Customer hereby agree that all Third Party Content Providers are intended and express third party beneficiaries of all provisions of this EULA and shall have the right, exercisable in its sole discretion, to enforce the terms and conditions of this EULA against Company and/or Customer or prevent the breach thereof, or to exercise any other right, or seek any other remedy, that may be available to it as a third party beneficiary.