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Cleantech Poland Sp z o.o.  
 ul. Krucza 51/31  
 00-022, Warsaw, Poland  
 VAT NO: PL 1132817017

## PURCHASER

### PARENT/AFFILIATE

Company

Contact Name  Title

Address

VAT No.  Phone No.

Contact e-mail

Payment e-mail

### LOCAL/SPV

Company

Contact Name  Title

Address

VAT No.  Phone No.

Contact e-mail

Payment e-mail

### DURATION

Contract Term

Start Date  End Date

Cancel Notice

### FEE

Amount  Frequency

Invoice Date

Invoice Term

### LICENSED USERS

| Name                    | Title                |
|-------------------------|----------------------|
| 1. <input type="text"/> | <input type="text"/> |
| 2. <input type="text"/> | <input type="text"/> |
| 3. <input type="text"/> | <input type="text"/> |
| 4. <input type="text"/> | <input type="text"/> |
| 5. <input type="text"/> | <input type="text"/> |
| 6. <input type="text"/> | <input type="text"/> |

### DELIVERY

E-mail

Company

Contact Name  Contact Title

Postal Address

ELECTRONIC

POST

### OFFICE USE ONLY

Referral Discount

New Client

Action Date

Form Valid Until

Supplier Initials

Purchaser Initials

The following terms and conditions apply:

## WHEREAS

the supplier, Cleantech Poland LLC, with its registered office in Warsaw, Ul. Krucza 51/31, 00-022, Warsaw, Poland and its affiliates, subsidiaries and commercially related entities, hereafter "SUPPLIER"

## WHEREAS

the purchaser, ,  
with its registered office at

in   
desires to purchase limited data usage rights of the specified scope, hereafter "PURCHASER"

## NOW, THEREFORE

in consideration of the mutual promises and agreements contained in this agreement hereto signed on , SUPPLIER and PURCHASER hereby agree on the following conditions:

## OWNERSHIP

The SUPPLIER retains full, perpetual and sole ownership of any and all commercial data here described and can modify, amend or extend the usage rights here described at will.

## DEFINITION OF USER

The PURCHASER shall be granted limited data usage rights and shall exercise these rights by assigning them to an individual or individuals specified in this data usage agreement. This person or these persons shall be USERS for the purpose of this agreement.

## NECESSARILY AFFILIATED

The individual or individuals specified as USERS in this agreement shall necessarily be affiliated with the PURCHASER, meaning a full time worker, including but not limited to employees, contract workers and members of management and supervisory boards.

## FURTHER ASSIGNMENT

The PURCHASER shall grant limited data usage rights only to USERS named in this agreement and shall not extend these rights to persons not named in this agreement. Subsequent USERS affiliated with the PURCHASER may enjoy limited data usage rights afforded by this agreement provided that the PURCHASER has notified the SUPPLIER and has received written notice by electronic mail or postal mail that these USERS have been added.

## LIMITS TO ASSIGNMENT

No data usage rights can be assigned to clients, vendors or third parties who are not at the present and for the foreseeable future legally affiliated with the PURCHASER.

## LIMITS TO RIGHTS

The PURCHASER shall exercise limited data usage rights:

## WHAT THE PURCHASER CAN DO

- use the data for personal or commercial purposes in part or in whole
- analyze the data for personal or commercial purposes in part or in whole
- produce original research and analysis for personal or commercial purposes in part or in whole
- sell to, market to, or solicit the companies or individuals so named in the data in part but not whole (see anti-spamming)
- contact the companies or individuals so named in the data

## WHAT THE PURCHASER CAN NOT DO

- resell the data in part or in whole to individuals or parties not named in this agreement
- give the data away for free in whole or in part to other individuals or parties not named in this agreement
- disseminate the data, whether in print, online, by email or by post to individuals or parties not named in this agreement
- borrow or loan against the value of this data in part or in whole

## FURTHER RIGHTS

Usage rights not described in this license usage agreement can be obtained by contacting the SUPPLIER at the electronic mail or postal mail address given.

## GEOGRAPHY

The limited usage rights are global.

## ANTI-SPAMMING

The PURCHASER shall reserve no right to solicit in bulk form, whether by electronic mail or postal mail the businesses or individuals so named in the data.

## MODIFICATION

The SUPPLIER shall reserve the perpetual, global and sole right to modify, change or amend the data. The PURCHASER shall reserve no right to modify, change or amend the data.

## OPT OUT

The PURCHASER agrees to notify the SUPPLIER in the event a person named in the data provides an express, written notice to have personally identifiable information withdrawn or changed.

## NOTIFICATION OF OPT OUT

The PURCHASER agrees to forward written request whether by electronic mail or postal mail to the SUPPLIER who shall bear responsibility for honoring all OPT-OUT requests.

## MARKETING

The SUPPLIER reserves the right to identify the PURCHASER as a client in name or logotype in any literature, marketing materials, or in any form of communication, both private and public.

## ACCURACY

The SUPPLIER will make a reasonable and timely effort to ensure the accuracy of the commercial data delivered to the PURCHASER. However, the SUPPLIER warrants in no way the completeness, accuracy or entirety of the data and assumes no liability for mistakes, inaccuracies or inconsistencies contained therein.

**NOTICE OF INACCURACY**

In the event the PURCHASER identifies such as mistake, inaccuracy or inconsistency therein, the PURCHASER shall be obliged to notify the SUPPLIER in a timely manner.

**WAIVER OF LIABILITY**

The SUPPLIER and its subsidiaries, employees, owners and any persons affiliated with the organization assume no liability whatsoever for any actions taken by the PURCHASER or its subsidiaries, employees, owners and any persons affiliated with the PURCHASER. The PURCHASER assumes all liabilities and responsibilities for any actions taken or not taken on the basis of partial or full information. Nevertheless, the SUPPLIER represents and warrants that: (I) it has the full right and authority to provide the data under this agreement; (II) it does not and will not infringe third-party intellectual property rights, rights of publicity or privacy, or any other rights such third-party is entitled to under applicable law; and (III) it complies with all applicable data, privacy, and security laws and standards. The SUPPLIER agrees to defend, indemnify, and hold harmless the PURCHASER and its affiliates, and respective directors, officers, employees, agents, successors, and assigns, from and against any liabilities, including but not limited to reasonable attorneys' fees incurred, related to or arising out of any third-party allegation or claim based on any breach of any of this agreement by the SUPPLIER or any violation or alleged violation of applicable law or standards in relation to activities contemplated by this agreement.

**TIME PERIOD**

The data usage rights shall be granted for a period of

beginning on

and ending on

The END DATE shall be extended by a period of

provided this limited data usage agreement is not canceled

prior to

**RENEWAL**

This data usage shall automatically renew for a period of

unless written notice is given by electronic mail or postal mail

prior to the END DATE as defined above.

**CANCELLATION**

The PURCHASER can cancel this data usage agreement at any time by electronic mail or postal no later than

prior to the

of this agreement mail provided all fees have been paid as in the section FEES.

**FEES**

The PURCHASER agrees to pay the net sum of

The invoice shall be provided to the PURCHASER with a term of

at a frequency of:

The date of invoice shall be defined as the following days:

   **PAYMENT**

The PURCHASER shall remit to the SUPPLIER full payment in the currency specified on the invoice. The value of contract is specified in EURO. The SUPPLIER reserves the right to choose a settlement currency based on the daily exchange rate at [www.oanda.com](http://www.oanda.com).

**BANK FEES**

The SUPPLIER shall pay all transaction, inter-bank, exchange, transfer and other fees so that the amount at settlement on the SUPPLIER account is not less than the invoice amount.

**OUTSTANDING BALANCES**

The SUPPLIER shall assign interest no greater than 10% per annum to all unpaid account balances beyond the due date of the invoice and shall reserve the right to collect interest on unpaid balances. The SUPPLIER reserves the right to pass all unpaid balances late 30 days to 3rd parties for collection.

**SUBMISSION**

The SUPPLIER agrees to furnish the PURCHASER no less frequently than on a quarterly basis on the following days: Jan 20, Apr 20, Jul 20 and Oct 20. In the event the quarterly submission day falls on a weekend or a public holiday, the submission day shall be the first working day following the 20th of the month following the close of the quarter.

**FILE TYPES**

The SUPPLIER will furnish the PURCHASER in both PRINT and ELECTRONIC form the full and total submission in the form of a password-protected PDF, portable delivery file, and a password-protected XLS, electronic editable spreadsheet, to the USERS. The PRINT files will be delivered in full color to the DELIVERY ADDRESS specified in the postal mailing address.

## USERS

The following USERS licensed under this limited data usage agreement

1.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |
  
2.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |
  
3.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |
  
4.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |
  
5.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |
  
6.
 

|                      |                      |
|----------------------|----------------------|
| Name                 | Title                |
| <input type="text"/> | <input type="text"/> |
| E-mail               |                      |
| <input type="text"/> |                      |

## POST DELIVERY

The files will be delivered to the following postal mail address:

|                      |                      |
|----------------------|----------------------|
| Company              |                      |
| <input type="text"/> |                      |
| Contact Name         | Contact Title        |
| <input type="text"/> | <input type="text"/> |
| Postal Address       |                      |
| <input type="text"/> |                      |

## COUNTRIES

The data usage rights shall cover the power assets in 11 CEE Countries: Poland, Czech Republic, Hungary, Slovakia, Estonia, Latvia, Lithuania, Romania, Bulgaria, Slovenia and Croatia. Cleantech reserves the right to increase and modify the scope of CARBO.

## SCOPE

The scope of CARBO includes but is not limited to the following attributes: Project Name, Fuel Type (Wind, Solar PV, Biogas, Biomass, Coal, Natural Gas and Nuclear), Owner, Parent Company, DNO, Equipment Specification, Capacity, Voivodeship, District, Municipality, Address, GPS Coordinates, Equity Funding, Bank Financing, Institutional Support, CAPEX, OPEX, Annual Power Production, Carbon CO2 Output Over Lifecycle, Carbon CO2 Annual Output, Start Date, End Date, Stage of Project Development (e.g. Local Zoning Plan, Building Permit, Assessment of Environmental Impact, Connection to the Grid, Concession for Energy Production etc.), Risk Ratio, Description, Company Contact and Best Contact (First Name, Last Name, Title, Phone Number, Email, Company Language, Communication Language).

## JURISDICTION

Disputes to this agreement will be settled in a court of law in Poland.

## COPIES

This agreement shall be retain in two original copies.

## SUPPLIER

|                      |                      |
|----------------------|----------------------|
| Signature            |                      |
| <input type="text"/> |                      |
| Name                 | Date                 |
| <input type="text"/> | <input type="text"/> |

## PURCHASER

|                      |                      |
|----------------------|----------------------|
| Signature            |                      |
| <input type="text"/> |                      |
| Name                 | Date                 |
| <input type="text"/> | <input type="text"/> |