

End-User License Agreement

Last updated: 10th September 2020

This Licence Agreement is between Treemetrics Ltd and the individual or company to whom Treemetrics has agreed to supply the Online Services and Materials (referred to as the "User"). The following terms and conditions govern your use of the online services supplied by Treemetrics and the materials and content available therein. Please read this End-User License Agreement ("Agreement").

NOW THEREFORE, IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

By clicking the "I Agree" button, creating a user account or using the Software, the User is agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between the User and Treemetrics (the "Parties") for the accessing and use of Treemetrics proprietary Forest HQ Platform comprising the software and services, including: software, programs, its code, objects including their API's, as well as any images, photographs, templates, text, modules and plugins incorporated into the software, the accompanying printed materials and "online" or electronic documentation ("Software").

1. GRANT OF LICENCE

SOFTWARE LICENCE. Subject to this **Agreement** and its terms and conditions, Treemetrics grants to the User a non-exclusive, non-transferable, non-sublicensable, licence to use the Software for the purpose of its operations. The User may not, however, transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified, save as permitted by the Agreement.

SERVICE LICENCE. Subject to this **Agreement** and its terms and conditions, Treemetrics hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and licence to use the Service, in the manner permitted by this **Agreement**. The rights granted herein are subject to your compliance with this EULA.

2. PROPRIETARY RIGHTS

Treemetrics retains all right, title and interest in and to the Software and the Service, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio-visual effects, themes, characters, character names, stories, dialog, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Software and the Service are protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Software may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Treemetrics. All rights not expressly granted to you herein are reserved by Treemetrics.

3. THIRD PARTY SERVICES

The Service may include links to third party services and/or the third-party services may be made available to you via the Service. These services are subject to respective third-party terms and conditions. Please study these third-party terms and conditions carefully as they constitute an agreement between you and the applicable third-party service provider.

TERMS OF BUSINESS

1. These Terms of Business form an integral part of the Agreement between Treemetrics and the User.

DEFINITIONS

1.1 Terms defined in page 1 of the Agreement shall have the respective meanings set out therein and shall apply to these Terms of Business.

1.2 In addition to the provisions of Clause 1.1, the following terms shall have the following meanings:

(a) **“Applicable Laws”** means any applicable statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any enforceable community rights within the European Union and any applicable judgement of a relevant court of law or decision of a tribunal or competent authority which creates binding precedent;

(b) **“Force Majeure Event”** means without limitation events which are unpredictable, unforeseeable, irresistible and beyond the Parties' reasonable control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, sabotage, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party;

(c) **“Intellectual Property Rights”** means copyrights, patents, marks, domain names, rights in get-up, inventions, database rights, trade secrets and know-how, design rights, registered designs (whether registered or applications) and publishing rights, performance rights, rights in sound recordings all other rights in computer software, algorithms and data, all other computer code or scripts, whether compiled or not in any computer language or program and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above and including applications for the grant of any of the foregoing together with the right to bring legal proceedings to enforce any such rights and all rights of registration, extension and renewal thereof and as they may be extended or amended;

(d) **“Subscription Fees”** means the price payable for the Licensing of the use of the Software and the Service;

(e) **“Support Services”** means Treemetrics' standard support services; **“Order Form”** means the document described as such and agreed between the Parties; and

(f) **“Server”** means the online service hosting Treemetrics Service including a cloud server environment prepared or hired by Treemetrics.

2. PAYMENT AND TERM

2.1 The initial term of this Agreement shall be for the duration of 3 years from the Effective Date (“Initial Term”). After the Initial Term, this Agreement shall automatically renew for

successive one (1) year periods (each a “Renewal Term”) unless the Agreement is terminated in accordance with Clause 12 of this Agreement.

2.2 The Subscription Fees for the Initial Term are set out in the Service Agreement Cover Sheet incorporated in this Agreement, and thereafter may be modified by Treemetrics not more often than once per year, upon providing the User with thirty (30) days prior written notice. All pricing terms are confidential, and the User agrees not to disclose them to any third party unless required by law or court order.

2.3 The User agrees to provide Treemetrics with complete and accurate billing and contact information at all times. This information includes the User's company name, street address, e-mail address, VAT, and name and telephone number of an authorized billing contact. All fees are payable in Euros. Treemetrics reserves the right to determine acceptable methods of payment. If the User believes any bill is incorrect, the User must contact Treemetrics in writing within 7 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. The User will pay the undisputed portion of the invoice, and the User and Treemetrics will cooperate to promptly resolve the invoice dispute.

2.4 If the User fails to pay any Treemetrics invoices by the relevant due date, then, Treemetrics shall:

(a) notify the User of the default, which shall be deemed

a material breach of this Agreement, entitling Treemetrics, to suspend the provision of the Service and in certain circumstances to terminate this Agreement in accordance with Clause 12;

(b) apply interest on overdue sums at the rate of four per cent (4%) above the Bank of Ireland plc. base lending rate, calculated day-by-day from the due date for payment until the date of payment in full of sums overdue for payment.

(c) and the recovery or restoration of the Service or User data may incur a fee for the User, as defined by Treemetrics.

3. USER OBLIGATIONS

3.1 The User shall in conducting its operations comply with all Applicable Laws and with the provisions of this Agreement in general and these Terms of Business in particular. The User agrees to not:

(a) make illegal use of the Service, that is in a way that is contrary to these Terms of Business or any code of conduct or that breaches the rights of third parties;

(b) load, store or circulate information in a way that is contrary to national and international rules, commonly accepted standards and values, public order, these Terms of Business or any code of conduct. In particular, but without limitation, the User shall not load, store or circulate any unlawful, threatening, defamatory or obscene material or any material that could give rise to a

criminal offence and/or civil liability in any relevant jurisdiction.

3.2 Treemetrics will not edit, review or disclose the contents of any email, document or other information composed and/or sent by the User to a third-party recipient without the User's prior permission, unless: a) as required by law; b) in compliance with legal authorities or during any legal proceeding; c) to enforce this Agreement; d) to respond to any good faith belief or claim that such data or any of its contents, violates the rights or interests of any third party or violates this Agreement; and/or e) to protect the rights and/or property of Treemetrics, its licensors or any other third party.

3.3 The User may use the Software and the Service under this Agreement ONLY on the Server prepared or hired by Treemetrics and the User may not make any copy of nor make any other use of the Software or Service on any other environment.

3.4 In the case of breach by the User of any provision of this Clause 3, Treemetrics reserves the right to terminate this Agreement in accordance with Clause 12 and it will be entitled to immediately block the User's access to the Software and the Service.

4. SECURITY AND PRIVACY

4.1 The User agrees that Treemetrics has a right to use data about the User for making aggregation or statistics (including providing and distributing it). However, Treemetrics shall not use data about the User for any purpose or procedure that is not permitted under the Applicable Laws. Treemetrics may provide or disclose information about the User if Treemetrics is required to do so by a judgment or order issued by a court or other government official which is enforceable.

4.2 The User agrees that Personnel Information about the User will be handled subject to a privacy policy stated by Treemetrics.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 The copyright and all other Intellectual Property Rights of whatever nature in the Software, the Service and any documentation made available by Treemetrics and in any modifications or changes thereto made under this Agreement are and shall remain the property of Treemetrics and/or its licensors, and any rights in any other work prepared or carried out by Treemetrics hereunder shall vest in Treemetrics on creation thereof.

5.2 The User shall use reasonable endeavours to prevent any unauthorized access to, or use of, the Software or Service and notify Treemetrics promptly of any such unauthorized access or use.

5.3 The User shall not store or share Treemetrics' copyrighted material online unless it has express permission to do so. This includes but is not limited to maps, layers, services, text, photos, images, and screen captures.

5.4 The User shall not:

(a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software or Service except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; or

(c) Access all or any part of the Software in order to build a product or service which competes with the Software; or

(d) Transfer, temporarily or permanently, any of its rights under this Agreement, or

(e) Attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Agreement.

6 USER ACCOUNT MANAGEMENT

6.1 The User is entitled to a limited number of accounts ("Accounts") according to the terms defined in the Order Form. If the User wishes to establish additional user Accounts, then the User shall request an extension from Treemetrics.

6.2 The User shall ONLY create Staff User Accounts for its own staff and Guest User Accounts for its customers within the regular business with its company. Any other type of users Accounts for third parties is expressly not allowed.

6.3 The User shall ensure that the number of active Staff User Accounts is equal to or less than the number of User Accounts for which it has subscribed. The User is responsible for ensuring that the access to a Staff User Account is not shared. Only one individual may authenticate to one Staff User Account. If the User is a legal entity or association, all persons using the User Accounts must be either employees or contractors who have agreed to be bound by this Agreement. Hardware or software utilised by the User to pool connections, reroute information, or reduce the number of users that directly access or use the Software (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses or Active Staff User Accounts required by the User.

6.4 The User agrees to bring this Agreement to the attention of all persons using the Software and Service but the User is responsible and liable for all activities conducted through its Accounts, regardless of who conducts those activities. This includes all the user Accounts created by the User or other users previously created by the User.

6.5 The User will be asked to select a password during the registration process ("Password"). The User may not disclose its Password to anyone or allow anyone to use its Password to access the Software. The User is responsible for maintaining the confidentiality of its Password and for any damage, harm, lost or deleted characters. resulting from its

disclosure, or allowing the disclosure, of any Password, or from use by any person of its Password. The User may not obtain, attempt to obtain, use or attempt to use the password of anyone else. The User is responsible for remembering the Account information and Password.

- 6.6 The User understands and acknowledges that the User is required to provide its mailing address to Treemetrics as a condition to accessing the Service. The Company reserves the right to verify the User's mailing address and use this mailing address to restore the User Password. The User understands and acknowledges that User's email address may be provided to other users in its group.

7 LIMITATION OF LIABILITY

- 7.1 The Parties expressly acknowledge and agree that the Internet is a network of private and public networks and that

(i) the Internet is not a secure infrastructure, (ii) the parties do not have control over the Internet, and (iii) the Parties shall be liable for damages under any theory of law related to the performance or discontinuance of operation of any portion of the Internet or possible regulation of the Internet that might restrict or prohibit the operation of online services.

In accessing this Software or Services the User accepts that electronic communications passing over the Internet may not be free from interference by third parties. In consequence, Treemetrics cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet. The User shall be responsible for its communications to the Software and Service.

- 7.2 The User takes responsibility for data, content and material loaded and shared by the User at its own risk
- 7.3 The User agrees that Treemetrics may change a Server environment for the Treemetrics Software and Service in its sole direction at any time. Treemetrics agrees to inform the User about changes of a server environment.
- 7.4 It is understood by the User that the Software has not been thoroughly tested and may contain defects and that Treemetrics makes no express or implied representations or warranties whatsoever regarding its use, performance, operation, applications portability between subsequent beta versions and final version or support. By way of example, but not of limitation, Treemetrics makes no representations or warranties of title, non-infringement, merchantability or fitness for a particular purpose. The User acknowledges that the Software and Service are delivered on an "as is" basis and that use of the Software and Service shall be at their sole risk. The User also agrees that, to the extent permitted by applicable law, in no event shall Treemetrics be liable for any

(i) direct, special, indirect, incidental or consequential damages such as, but not limited to, loss of data, lost profits, or exemplary or punitive damages, whether or not foreseeable and even if advised of the possibility of such damages, or (ii) any other claim, demand or damages whatsoever resulting from or arising out of or in connection with this Agreement or the delivery, use or performance of the Software and Service, or content distributed through

Software and Service, whether in an action in contract or tort, including negligence.

- 7.5 In case of any module or product defined as Beta version, the User understands and agrees that the Beta Version may still contain software bugs, suffer disruptions and not operate as intended or designated. Beta version products are provided on an "as is" and "as available" basis. Treemetrics does not give any warranties, whether express or implied, as to the suitability or usability of these products, its software or any of its content.
- 7.6 Further, Treemetrics does not warrant that the Software will be compatible with any User application or environment or otherwise meet the User's requirements, or that operation will be uninterrupted or error-free.
- 7.7 Treemetrics may back-up data that may reside on Treemetrics' Server against a situation of system malfunction but is not responsible for the status of this data. The User is responsible for maintaining and backing-up its data that may reside on the Server.
- 7.8 Other than expressly set out in this Agreement, Treemetrics hereby excludes all warranties, collateral warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealings or otherwise, all of which are expressly excluded to the maximum extent permitted by applicable law.
- 7.9 Subject to Clause 7.4, the aggregate liability of Treemetrics to the User under or in any way connected with this Agreement (including for any direct loss or damage suffered by the User) or shall not exceed, in aggregate, the value of one (1) year's Subscription Fees.
- 7.10 The Parties expressly agree that should any limitation or provision contained in this Clause 7 be held to be invalid under any applicable statute or rule of law it shall to, that extent, be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

8 TRAINING AND SUPPORT

- 8.1 Treemetrics may offer a training service at its prevailing hourly rates if provided for in the Order Form.
- 8.2 As long as the User is current in payment of all Subscription Fees and subject to the terms and conditions of this Agreement, the User is entitled to access the Support Services in accordance with Treemetrics standard policy in effect at the commencement date of the Subscription Term.

9 GENERAL

- 9.1 The Agreement contains the whole and entire agreement and arrangement between the Parties relating to the subject matter hereof and supersedes and replaces all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person, whether a Party to these Treemetrics Terms of

Business or not (a "Representation"), other than as expressly set out in this Agreement. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract, as expressly provided in this Agreement. Nothing in this Clause 9.1 shall limit or exclude any liability for fraud, including, but not limited to, fraudulent misrepresentation.

- 9.2 The invalidity, illegality or unenforceability of a provision of any clause or provision of this Agreement shall not affect or impair the continuation in force of the remainder of this Agreement.
- 9.3 Any provisions intended by their nature to continue or to come into effect after termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement and shall continue in full force and effect.
- 9.4 This Agreement shall be governed by and construed in accordance with the laws of Ireland. The parties agree that the courts of Ireland are to have exclusive jurisdiction to settle any dispute which may arise in connection with this Project Participation Agreement.
- 9.5 Any proposed modification by the User of this Agreement must be in writing and signed by the User and all Treemetrics authorised representatives.
- 9.6 Treemetrics reserves the right to modify this Agreement at any time by notice in writing to the User.
- 9.7 The User shall not assign, novate, or otherwise transfer this Agreement without the prior written approval of Treemetrics.
- 9.8 No delay, neglect or forbearance by Treemetrics in enforcing any of its rights under this Agreement shall be deemed a waiver of such rights.

10 FORCE MAJEURE

- 10.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from any "Force Majeure Event". The Party's affected obligations only shall be suspended for so long as the Force Majeure Event subsists.
- 10.2 The Party prevented from performing its obligations shall attempt to mitigate the effects of the Force Majeure Event and shall promptly notify the other Party of the existence of it and when it started. The Party prevented from acting by the Force Majeure Event shall promptly fulfil its obligations once the Force Majeure Event is over and shall notify the other Party accordingly.

11 TERMINATION

- 11.1 In respect of the expiry or termination of this Agreement the unpaid balance of all payments owed by the User to Treemetrics shall become immediately due and payable.

11.2 This Agreement may be terminated as follows:

- (a) by either Party providing written notice to the other Party of their intent not to renew this Agreement within thirty (30) days of the end of the Initial Term or any Renewal Term;

- (b) by either Party on fourteen (14) days written notice to the other if the other has committed an irremediable breach of this Agreement, specifying the nature of such breach;
- (c) by either Party with immediate effect by notice in writing if the other has committed a remediable breach and fails to remedy the same within thirty (30) days of receipt from the other of a notice clearly identifying the nature of the breach and requiring such breach to be rectified;
- (d) by either Party with immediate effect by notice in writing if any Force Majeure Event prevents the performance of the whole or a substantial part of the other Party's obligations for a continuous period of ninety (90) days after the date on which it should have been performed;
- (e) by either Party with immediate effect by notice in writing if the other should become insolvent or otherwise unable to pay its debts as and when they fall due, should have appointed to it a liquidator, receiver or administrator, should enter into an arrangement with its creditors or have presented against it a petition for its winding up other than for the purposes of effecting a solvent reorganisation which it does not promptly apply to have set aside, or be ordered to be wound up or liquidated or for any other reason cease or threaten to cease trading or business.

11.3 Treemetrics reserves the right to delete any User data from the Server once the Agreement expires or is terminated without prior notification to the User.

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