

TOTALITY AI LLC
TOTALITY REGISTRY TERMS OF SERVICE
ADDENDUM
DEFINED TERMS

As used in the Totality Registry Terms of Service, the Registry Rules and any applicable PD Agreement, the following terms shall have the definitions set forth below:

- 1) ***Abandoned Well*** means an Inactive Well or Orphaned Well, as those terms are defined in this Addendum.
- 2) ***Account*** means, individually and collectively, each unique account established by a Member to access and use the Totality Registry. A Member may have a Main Account and a Buffer Account per Holding, and a Member may have more than one Main Account and Buffer Account, and such multiple Accounts may be associated with one another. The Member's Accounts on the Totality Registry are used to store and maintain Holdings of Carbon Credits by such Member as Owner.
- 3) ***Affiliate*** means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, but only during the existence of such relationship. Solely as used in this definition, "control" means, with respect to any Person, the ability to, directly or indirectly, direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, the composition of the board of directors of such Person, by contract, or otherwise.
- 4) ***Applicable Law*** means any international, federal, state, provincial, local, or municipal law, regulation, code, order, or other requirement or rule of law or the rules, policies, orders, regulations, judgments, rulings, decrees, injunctions, authorizations, approvals, consents, concessions, exemptions, licenses, leases, grants, permits, franchises, rights, privileges or no-action letters, or other directions or requirements of any Governmental Authority or stock exchange, including any judicial or administrative interpretation thereof and any international treaty obligation of any Governmental Authority, applicable to a Person or any of its properties, assets, business, operations.
- 5) ***Applicable Standard*** means a set of Applicable Laws, standards, definitions, laws, rules, regulations, protocols, treaties, or Methodologies of an Applicable Standards Body, as amended, modified, or replaced from time to time by the Applicable Standards Body, under which validations of projects are performed and GHG Reductions and the Carbon Credits of such projects are verified, as applicable.
- 6) ***Applicable Standards Body*** means the Person that (a) promulgates and develops an Applicable Standard, (b) is the governing body administering and making final and binding determinations under such Applicable Standard, (c) authorizes project developers, project proponents, validation bodies, verification bodies, and other Persons to utilize the Applicable Standard, and (d) approves a project issuing Carbon Credits, among other actions related to GHG Reductions.

- 7) **Available** means a status assigned to a Carbon Credit which enables that Carbon Credit to be sold and Transferred, Withdrawn, or, if applicable, Retired or Moved. All Carbon Credits in the Main Account are considered to be Available unless the Carbon Credit is Retired (if applicable), Withdrawn, or Disputed.
- 8) **Buffer Account** means the Account in which the appropriate number of Carbon Credits are maintained in a Holding, which prohibits the Carbon Credit from being sold or Transferred by the PD, as required by the Standard and Methodology or, if not required by the Standard and Methodology, as otherwise deemed necessary by the PD.
- 9) **Buyer** means a Member that wishes to purchase and receive Transfer of Carbon Credits from a Seller. Buyers may have no interest or involvement in the Project that generated the Carbon Credits Transferred, other than by receipt of Transfer of such Carbon Credits.
- 10) **Carbon Credit(s)** means an intangible, non-financial environmental commodity or instrument that represents the ex-post, independently Verified GHG Reduction of one metric tonne of carbon dioxide equivalent (MTCO₂e).
- 11) **Carbon Dioxide Equivalent** or **CO₂e** means the respective GHGs equivalent amount of carbon dioxide (in metric tonnes) in terms of Global Warming Potential, calculated in accordance with the applicable Methodology.
- 12) **Co-Benefits** means the Environmental Attributes, instruments, and/or commodities, and/or any benefit, improvement, protection, and/or beneficial outcome for the environment and/or society created by a Project, with the exception of Carbon Credits and GHG Reductions.
- 13) **Confidential Information** means:
 - a) All information provided by one Party to another Party in accordance with the Totality Registry Terms of Service, including but not limited to:
 - i) information concerning the business and affairs of a Party and its Affiliates and customers, any analysis, information, pricing or other information related to any Carbon Credits, or transactions, any Account information, and
 - ii) any information to which Member, Totality, or any third party (to the extent such third party owes a duty of confidence to Member or Totality) has rights,
 - b) Which information is marked to expressly indicate its confidential, restricted, or proprietary nature by the Party having rights in the same, or which, under all of the circumstances, a reasonable businessperson should know to treat as confidential, restricted, and/or proprietary, and
 - c) Shall not include information:
 - i) That consists of Documentation, except to the extent of information in such Documentation which is clearly marked as "Confidential and Proprietary", as agreed by the Parties;
 - ii) That is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving Party that is not, to the receiving Party's knowledge after due inquiry, under any obligation of confidentiality with respect to such information;
 - iii) That was known to the receiving Party without obligation of confidentiality as of the time of its disclosure;

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- iv) That is independently developed by the receiving Party without reference to or use of the Confidential Information of the disclosing Party;
 - v) That subsequent to its disclosure is received by the receiving Party from a third party not, to the receiving Party's knowledge after due inquiry, subject to an obligation of confidentiality with respect to the information disclosed; or
 - vi) With respect to which the disclosing Party provides to the receiving Party under an express waiver of any confidentiality protection under the Totality Registry Terms of Service.
- 14) **Corporate Change in Control** means any event that results in a Person gaining the ability to, directly or indirectly, direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, the composition of the board of directors of such other Person, by contract, or otherwise.
- 15) **De-Listed** means Carbon Credits that have been removed from the Totality Registry.
- 16) **Dispute** means any disagreement, claim, allegation, concerning the generation, creation, ownership, validity, legality, enrollment, or registration of any Project, or the creation, ownership, validity, legality, Withdrawal, Retirement, sale, Movement, or Transfer, as applicable, of Carbon Credits that may arise between Member and any third party, including Totality or any other Member, or any disagreement, claim, or allegation arising in connection with the Totality Registry Terms of Service or Registry Rules.
- 17) **Disputed** means a status assigned to a Carbon Credit which is involved in a Dispute, which status prevents the Carbon Credit from being Retired, sold, Moved, or otherwise Transferred.
- 18) **Documentation** means,
- a) with respect to a PD: all Onboarding Data, Reports, data, documentation, and other information requested by Totality with respect to a PD, its Projects, and the Carbon Credits generated or expected to be produced by such Projects and submitted by PD in connection with the onboarding of such PD as a Member, the onboarding of its Projects, the submission of such Carbon Credits for Listing by Totality on the Totality Registry, and otherwise to enable Totality to provide the Services; and
 - b) with respect to a Buyer: all Onboarding Data, and all other data, documentation, and information requested by Totality with respect to Buyer and submitted by Buyer in connection with the onboarding of such Buyer as a Member and otherwise to enable Totality to provide the Services.
- 19) **Electronic Record** means a record created, generated, sent, communicated, received, or stored by electronic means. As used in this definition, the term "record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- 20) **Environmental Attributes** means the GHG Reductions associated with the Carbon Credits generated by the Project. Other measurable impacts associated with any Co-Benefits generated by the Project may also be considered Environmental Attributes. The holder of the Environmental Attribute has the exclusive legal property right to exercise control over the Environmental Attribute and to enjoy its benefits.

- 21) ***Experienced Person*** means a Person with the requisite training and field experience with direct capture, sampling and other relevant measurement methods to (a) analyze the gas measurement instrumentation being used by a Project with respect to the Standard and Methodology and (b) objectively and accurately quantify methane to determine GHG Reductions of a Project.
- 22) ***Fee*** means the rates, amounts, or charges assessed by Totality for the Totality Registry or other Services provided by Totality, as modified by Totality from time to time pursuant to the Totality Registry Terms of Service.
- 23) ***Fee Schedule*** means Totality's listing of the Fees, as modified by Totality from time to time pursuant to the Totality Registry Terms of Service.
- 24) ***Feedback*** means those suggestions, functionality or enhancement requests, recommendations, and feedback on the Services or the Totality Registry provided by Member or any User.
- 25) ***Force Majeure*** means an event or circumstance that was not within the reasonable control of a Party and occurring without fault of such Party, and includes, without limitation, acts of God, drought, landslides, volcanic eruption, storm, fire, flood, earthquake, epidemic, pandemic, or similar naturally occurring disaster or catastrophe, act of a Governmental Authority (other than changes in, or enforcement of, Applicable Laws), act of terror, civil unrest or war, state of emergency, accident, explosions, labor strikes or difficulties (other than those involving the Party's employees), power outages, computer attacks or malicious acts, or failures of service of any telecommunications, internet, cloud computing, or hosting service carrier or provider. The following events and circumstances are not Force Majeure: the loss or failure of the markets for the sale or resale of Carbon Credits; Member's inability economically to use or resell the Carbon Credits; Member's ability to generate Carbon Credits and have such credits or other offsets listed with another platform or registry on terms superior to terms herein; or any Reversal or Over-Issuance. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a Governmental Authority that on any day disables the banking system through which a Party makes such payments.
- 26) ***GHGs*** means any of the six gases listed in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change.
- 27) ***GHG or Sustainable Accounting Standards*** means the GHG Protocol Corporate Accounting and Reporting Standard developed by the World Resources Institute and the World Business Council for Sustainable Development.
- 28) ***GHG Reductions*** means the reduction, avoidance, removal, and/or sequestration of GHGs from the atmosphere, measured in one metric tonne units.
- 29) ***Governmental Authority*** means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, governmental or voluntary board, agency, or association, or other regulatory authority, including any securities or commodities regulatory authorities or stock exchange, and any insurance regulatory department.

- 30) **Holding** means a collection of Carbon Credits held by the same Owner in such Owner's Main Account, and are all either Available, Withdrawn, Retired, or in the Owner's Buffer Account, as applicable, and for which collection of Carbon Credits are associated with the same Project.
- 31) **Inactive Well** means “an unplugged well that has had no reported production, disposal, injection, or other permitted activity for a period of greater than 12 months.”¹
- 32) **Indemnified Parties** means, collectively, Totality and its Affiliates, and any of their successors and assigns, and any of their employees, directors, officers, agents, contractors, and representatives.
- 33) **Insolvency Event** means, in respect of any Person, any one or more of the following events or circumstances whereby such Person (i) becomes insolvent or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due; (ii) admits in writing its inability to pay its debts generally or declares any general moratorium on its indebtedness or proposes a compromise or arrangement between it and any class of its creditors or makes a general assignment for the benefit of creditors; (iii) has a receiver, receiver and manager, examiner or liquidator appointed, or such Party makes any composition or arrangement with its creditors; or (iv) takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in the foregoing paragraphs (i) through (iii) or otherwise acts in furtherance thereof or fails to act in a timely and appropriate manner in defense thereof.
- 34) **Insurance Policy** means contractual obligations undertaken by an insurer to cover any financial loss or injury incurred by an insured party as the result of any Reversal, Over-Issuance, or any other incorrect quantification or reporting of a Project's Carbon Credits.
- 35) **Intellectual Property Rights** means all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a Party whether or not registered, registrable or patentable.
- 36) **List, Listed, or Listing** means putting the Carbon Credits on the Totality Registry.
- 37) **Losses** means, collectively, all losses (including any decrease in the value of the Carbon Credits, whether or not realized), damages, judgments, awards, penalties, fines, costs and expenses, including, without limitation, any amounts paid in settlement or compromise and any fees and costs of counsel and experts, incurred in connection with any proceedings, actions, claims or demands. For the avoidance of doubt, Losses include, and are not limited to, any Losses arising out of or related to:
- a) any inaccuracy, error, or delay in or omission of any data, information, or service, or the transmission or delivery of any data, information, or service;
 - b) any interruption of any such data, information, or service (whether or not caused by such Indemnified Party);

¹ Tex. Nat. Res. Code § 89.002(a)(12).

- c) any financial, business, commercial or other judgment, decision, act or omission based upon or related to the data or information, or the Totality Registry; or
 - d) any enforcement efforts, investigation, audit, or inquiry of any Governmental Authority, other regulator or other industry standards setting body with respect to Member, Member's Projects (if any), the Carbon Credits, Member's use of the Totality Registry, or receipt of the Services.
- 38) **Main Account** means a Member's Accounts on the Totality Registry that is used to store and maintain Carbon Credits of such Member that are Available.
- 39) **Marks** means, collectively, the names, logos, trademarks, and service marks of Totality or any of its Affiliates.
- 40) **Material Adverse Effect** means any event, occurrence, change or effect that, when taken individually or together with all other events, occurrences, changes or effects: (i) materially limits, restricts or impairs or is reasonably likely to materially limit, restrict or impair the ability of: (a) Member to perform any of its obligations under the Totality Registry Terms of Service or Registry Rules; (b) PD to develop or operate the Project in accordance with the Standard and Methodology; or (c) Totality to exercise its rights or remedies under or pursuant to the Totality Registry Terms of Service or Registry Rules; or (ii) causes or is reasonably likely to cause any significant decrease to expected generation of Carbon Credits from a Project of PD; provided, in each case, that it shall not include any event, occurrence change or effect resulting exclusively from any change in Carbon Credit prices.
- 41) **Materials** means any and all Intellectual Property Rights in and to the Totality Registry, the Services, the Registry Rules, the Software, and the Totality Website, and any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder, and shall include all Intellectual Property Rights owned by Totality and any of its Affiliates, and all materials in the Totality Registry owned by Totality or by other parties that have licensed their material to Totality, as well as all anonymized and/or aggregated data derived from use of the Totality Registry, including Listing Carbon Credits on the Totality Registry and the provision of Services.
- 42) **Member** means the Person named in the Totality Registry as the Account holder and shall consist of (i) a Person making use of the Totality Registry on its own behalf or as agent on behalf of any of its Affiliates, and (ii) a Person who obtains the express authority of another Person to open and operate Account(s) to manage Carbon Credits for the benefit of such other Person. Unless the context expressly implies otherwise, the term **Member** includes all Users of such Member.
- 43) **Methodology** means a documented set of procedures or requirements set forth under an Applicable Standard for the quantification of GHG Reductions produced or generated by a project on the basis of which Carbon Credits may be issued.
- 44) **Mineral Estate** means Minerals, including oil and gas, beneath the surface of a tract of land.² Mineral Estate is to be interpreted consistent with Texas law.

² See generally, *Lightning Oil Co. v. Anadarko E&P Onshore, LLC*, 520 S.W.3d 39 (Tex. 2017); *Lil C Ranch, LLC v. Ridgefield Eagle Ford Mins., LLC*, 2023 WL 2386940, at *4 (Tex. App. Mar. 7, 2023) (“Landowners generally

- 45) **Monitoring** means the ongoing process of performing repeated Verifications of GHG Reductions generated by a Project, and the related Carbon Credits, at such times as required by the Standard and Methodology.
- 46) **Movement** means the transfer of Carbon Credits between Accounts operated by such Member pursuant to Transfer Instructions submitted by such Member, all in accordance with the Registry Rules. **Moved** and **Move** shall have corresponding meanings.
- 47) **Onboarding Data** means the data, documents, executed PD Agreement and Totality Registry Terms of Service, and information provided by a Person with respect to onboarding such Person and its Projects (if any) as a Member of the Totality Registry in accordance with the Totality Registry Terms of Service, and the Registry Rules.
- 48) **Order** means any order, directive, decree, resolution, judgment, ruling, award or injunction.
- 49) **Orphaned Well** means “A Well for which (A) for which the Commission has issued a permit; (B) for which production of oil or gas or another activity under the jurisdiction of the commission has not been reported to the commission for the preceding 12 months; and (C) whose operator's commission-approved organization report has lapsed.”³
- 50) **Over-Issuance** means any event, condition, or circumstance that results in the quantity of Carbon Credits issued to a Project under the terms of the Verification Report, including those in a Buffer Account (if any), to exceed the quantity of GHG Reductions that the Project actually generated and for which Carbon Credits were issued.
- 51) **Owner** means the Member, acting on its own behalf or acknowledged as acting for the benefit of another Person, which is identified by the Totality Registry as the entitlement holder (as that term is defined in UCC Article 8) of the Carbon Credit, such Member having the power to avail itself of all or substantially all the benefit of such Carbon Credit, and the exclusive power to (i) prevent others from availing themselves of substantially all the benefit from the Carbon Credit and (ii) authorize the sale and Transfer of the Carbon Credit to another Person; and which Member is enabled by the Totality Registry to exercise such powers to the extent permitted by the Totality Registry Terms of Service and Registry Rules.
- 52) **Owner Certificate** means a document evidencing the status of a Member as the current Owner of a Carbon Credit which the Member may provide to third parties as documentation of its interest in the Carbon Credit and status on the Totality Registry as the Owner of such Carbon Credit.
- 53) **Party** or **Parties** means, individually and collectively, Totality and Member.
- 54) **PD** means a Member or an Affiliate of such Member that is the project developer with the overall control of, and responsibility for, a Project. PD also includes a Project Proponent.
- 55) **PD Agreement** means the written Totality Registry Project Developer Agreement between Totality and a Member that is a PD, which agreement governs PD's use and receipt of the Services, including the Listing of Carbon Credits on the Totality Registry, in the form and format set forth in the Registry Rules.

own the right to exploit the minerals under their land, ‘the mineral estate.’”); *Meredith A. Wegener*, Balancing Rights in A New Energy Era: Will the Mineral Estate's Dominance Continue?, 57 HOUS. L. REV. 1037 (2020).

³ Tex. Nat. Res. Code § 89.047(3).

- 56) **Person** means and includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, Governmental Authorities, or any other type of organization or entity, whether or not a legal entity.
- 57) **Plugged** means an Abandoned Well is Plugged when “verification is satisfactory and meets Commission requirements.”
- 58) **Possessory Right** means the present right to use, control, or possess property. Possessory Right is to be interpreted consistent with Texas law.
- 59) **Project** means a Project Developer's project, process, policy, program, and/or set of activities that have generated, resulted in, created, and/or produced GHG Reductions that are eligible for issuance of Carbon Credits under a Standard and Methodology which Carbon Credits may be eligible for Listing on the Totality Registry under the Totality Registry Terms of Service and Registry Rules.
- 60) **Project Proponent** means a Person contractually responsible for the operation of a Project on behalf of a PD.
- 61) **Purchase and Sale Agreement** means the written agreement between a Seller and a Buyer for the sale, purchase, and Transfer of Carbon Credits of the Seller, in the form and format set forth in the Registry Rules.
- 62) **Registry Rules** means the Member rules, requirements, and procedures provided by Totality or published on the Totality Website regarding the Totality Registry, the Services, or the Totality Website, as such rules, requirements, and procedures may be modified, amended, or supplemented by Totality from time to time.
- 63) **Report(s)** means, individually and collectively, complete and accurate Validation reports and Verification reports with respect to a Project, the generation of GHG Reductions by such Project, and the Verification of such GHG Reductions as Carbon Credits, for submission by PD in connection with onboarding a Project onto the Totality Registry and/or the Listing of such Project's Carbon Credits.
- 64) **Retired** means a status assigned to a Carbon Credit which signifies that the Carbon Credit and the associated GHG Reductions have been consumed, used, realized, claimed or otherwise applied by the Buyer, on its own behalf or on behalf of another Person. Retired Carbon Credits cannot be further Retired, sold, Moved, or Transferred, nor can they be Withdrawn by Totality.
- 65) **Reversal** means an intentional or unintentional event which results in a net reduction in GHG Reductions generated by a Project compared to those previously estimated to be generated or otherwise supported by the prior Verification Report, as applicable, under which Carbon Credits were issued. A Reversal is not a Force Majeure event.
- 66) **Sanctioned Person** means any Person that is a designated target of Sanctions or is otherwise a subject of Sanctions, including as a result of being (i) owned, held or controlled by any Person which is a designated target of Sanctions, (ii) located or resident in, a national of, or organized under, the laws of any country that is subject to general or country-wide Sanctions, (iii) a "designated person," a "politically exposed foreign person," or a "terrorist group" as described in any Sanctions, or (iv) any Person named on the list of Specially Designated

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Nationals and Blocked Persons List maintained by The Office of Foreign Assets Control of the US Department of the Treasury.

- 67) **Sanctioning Body** means any Governmental Authority (including The Office of Foreign Assets Control of the US Department of the Treasury) which imposes economic sanctions or governs transactions in controlled goods or technologies or dealings with countries, entities or organizations or individuals subject to trade, economic or financial sanction or embargo or restrictive measures.
- 68) **Sanctions** means any trade, economic or financial sanction or embargo or restrictive measure enacted, imposed, administered, or enforced from time to time by any Sanctioning Body.
- 69) **Seller** means a Member that wishes to sell and Transfer Carbon Credits to a Buyer under a Purchase and Sale Agreement. [Seller may be the PD of the Project that generated the Carbon Credits to be sold and Transferred.]
- 70) **Services** means Totality's provision of access to Members of the Totality Registry via software-as-a-service and related services, including, but not limited to, listing of Projects and Listing their associated Carbon Credits on the Totality Registry.
- 71) **Settlement Date** means the date identified in a Purchase and Sale Agreement for settlement of the Transfer transaction, including physical delivery of the Carbon Credits to the Buyer's Account and, if applicable under the Purchase and Sale Agreement, receipt of payment of the purchase price to Seller.
- 72) **Software** means the Totality proprietary software and its related user interfaces which are used by Totality to provide the Totality Registry and the Services, and all upgrades, modifications, adaptations, derivative works, and enhancements to such property and materials, and all and the Intellectual Property Rights related thereto.
- 73) **Standard and Methodology** means, collectively, the Applicable Standard (if any) and Methodology (if any) applicable to a Project.
- 74) **Taxes** means all taxes, surtaxes, duties, royalties, levies, imposts, tariffs, fees, assessments, reassessments, withholdings, dues, contributions and other charges and impositions of any nature, whether disputed or not, imposed, levied or charged by or on behalf of a Governmental Authority, and instalments in respect thereof, including such amounts imposed or collected on the basis of: income; profit; revenue; capital; real or personal property; payments; deliveries or transfers of property or payments of any kind to residents or non-residents; purchases; consumption; sales; use; ad valorem; value added; stamp; gross receipts; licenses; environment; import, export of goods and services; distributions; registration of documents; occupation; labor; or equity; together with penalties, fines, additions to tax and interest thereon; and **Tax** shall have a corresponding meaning. Taxes do not include any Taxes based on Totality's net income or net worth.
- 75) **Totality** means Totality AI LLC.
- 76) **Totality Registry** means Totality's proprietary centralized system for the managing and tracking of Projects and their associated Listed Carbon Credits.
- 77) **Totality Registry Terms of Service** means the Totality Registry terms of service agreed to and accepted by the Member during the Account opening process, on Member's own behalf and for the benefit of any other Person by whom such Member is authorized to make use of the

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Totality Registry and manage Carbon Credits in an Account, as modified by Totality from time to time.

- 78) **Totality Website** means <https://www.totality.ai/> and such other websites as designated by Totality from time to time.
- 79) **Trade Controls** means United States export control and trade sanctions laws and regulations.
- 80) **Transfer** means the physical delivery of Carbon Credits from a Seller's Main Account to a Buyer's Account, and payment of the purchase price, resulting in the Buyer being designated on the Totality Registry as the Owner of the Carbon Credits, all in accordance with the terms of a fully executed Purchase and Sale Agreement and the Registry Rules. **Transferred** shall have a corresponding meaning.
- 81) **Transfer Instruction** means the electronic instruction submitted by a Member to Totality to cause the Movement of Carbon Credits in accordance with the Registry Rules.
- 82) **UCC Article 8** means Article 8 of the Uniform Commercial Code as adopted by each of the states of the United States of America.
- 83) **User** means those individuals who are employees, contractors, or agents of Member expressly authorized by Member to be provided with access credentials for the purpose of accessing and using the Member's Account(s), the Services, and the Totality Registry in compliance with the Terms of Service and any PD Agreement executed by the Member.
- 84) **Validate, Validation** and **Validated** means the act of a Validation Body to confirm that a Project meets the requirements of the Standard and Methodology and Applicable Law, each as applicable to the Project and the Standard and Methodology.
- 85) **Validation Body** means an independent, unaffiliated, arms-length, third-party Experienced Person authorized by the Applicable Standard and/or the Applicable Standards Body to perform Validation.
- 86) **Verification Body** means an independent, unaffiliated, arms-length, third-party Experienced Person authorized by the Applicable Standard and/or the Applicable Standards Body to perform Verification.
- 87) **Verification Date** means the date a Verification Report was issued.
- 88) **Verify, Verification**, and **Verified** means either the act of a Verification Body to confirm or assure that GHG Reductions associated with a Project were generated and the Carbon Credits calculated based on the requirements of a Standard and Methodology.
- 89) **Vintage** means the time period (e.g., year, month, date, week, time) required by the Standard and Methodology during which the Carbon Credit subjected to Listing was generated by a Project.
- 90) **Well**: “A hole drilled for the purpose of: (A) producing oil or gas; (B) injecting fluid or gas in the ground in connection with the exploration or production of oil and gas; (C) obtaining geological information by taking cores or through seismic operations; or (D) producing geothermal energy and associated resources that are subject to the jurisdiction of the Railroad Commission of Texas.”⁴

⁴ Tex. Nat. Res. Code § 89.002(a)(5).

91) ***Withdrawn*** means a status assigned to a Carbon Credit as a result of a Reversal or Over-Issuance, or other reasons permitted in the Registry Rules, which prohibits the Carbon Credit from being sold, Transferred or, if applicable, Retired or Moved by the Owner. ***Withdrawal*** and ***Withdraw*** shall have corresponding meanings.

Company Name

By: _____

Name: _____

Title: _____

Date: _____

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