

TOTALITY AI LLC

TOTALITY REGISTRY TERMS OF SERVICE

These Totality Registry Terms of Service (the "***Terms of Service***") are a binding and enforceable legal contract between the Person named as the member in the online application (the "***Member***") and Totality AI LLC ("***Totality***") in connection with accessing and using the Totality Registry and the provision and receipt of related services (the "***Services***"). Member and Totality Registry are individually referred to herein as a "***Party***" and collectively the "***Parties***."

1. **Incorporation of Other Terms.** The Registry Rules are hereby adopted, incorporated by reference into, and form a part of these Terms of Service as if fully restated herein. Unless expressly provided otherwise herein, in the event of any conflict or inconsistency between these Terms of Service and the Registry Rules, these Terms of Service shall supersede and control. Capitalized terms used herein shall have the meanings assigned in the Addendum attached hereto.

2. **Scope**

- (a) The Terms of Service set out the Member's obligations with respect to the access and use of the Totality Registry. These obligations may vary by Member type. A Member may incur additional obligations by entering into agreements as described in these Terms of Service and in the Registry Rules.
- (b) These Terms of Service commence on the date on which Member accepts these Terms of Service, and these Terms of Service shall continue in effect until terminated as provided herein.
- (c) Totality may charge certain Fees for its Services, as per the Fee Schedule in the Addendum attached hereto, which may be modified from time to time in Totality's sole discretion. Need to address how payments are made to Totality.

3. **Member Registration**

- (a) To Register as a Member, a Person must accept these the Terms of Service.
- (b) By accepting these Terms of Service, Member agrees to these Terms of Service, including Registry Rules.
- (c) Upon accepting these Terms of Service, Member must select one of several Member types:
 - i Project Developer or Project Proponent
 - ii Validation Body
 - iii Verification Body
 - iv Buyer
- (d) Upon accepting these Terms of Service and selecting a Member type, Member must submit the Onboarding Data to Totality for review and approval.
- (e) Upon onboarding approval by Totality, Member will be given access to the Totality Registry and can use the Registry according to its selected Member type and the Registry Rules.

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4. Member Types

A Member's use of the Totality Registry depends on the Member type selected at Registration, as described in Section 3(c).

5. Totality Registry Account Types

(a) The Totality Registry supports the following account types:

- i Main Account
- ii Buffer Account

(b) Member may be given either a Main Account and/or a Buffer Account in accordance with the Registry Rules.

(c) Creation of a Main Account or a Buffer Account allows the Member to use the Totality Registry as described in the Registry Rules.

6. Creating Totality Registry Accounts

(a) Member may request, and Totality may open, additional Accounts for or on behalf of Member for additional Projects, and all such multiple Accounts shall be associated with one another. The Member's Totality Registry Accounts are used to store and maintain Carbon Credits by such Member as the owner of such Carbon Credits.

(b) Totality may provide to Member such number and types of Totality Accounts (e.g., Main Account, Buffer Account) appropriate for Member's stated purpose for such Totality Accounts, as further described in the Registry Rules.

7. Totality Registry Account Management

(a) User Administration. Each Member shall designate to Totality each User(s), including its Advisor(s), for its Account(s), and the Totality Registry. Totality may refuse to grant access credentials to any User for any reason, including if such User fails to provide Totality with sufficient information to establish the identity of such User. Each User shall have full authority to act on behalf of Member and to contact Totality with respect to Member and Member's Accounts, Projects, and Carbon Credits. All references to Member in these Registry Rules, the Terms of Service, and any PD Agreement shall refer to the Member and all Users of such Member. Members are responsible for all acts and omissions of their Users. Member shall notify Totality in the event any User's access must be terminated, any new User must be provisioned, and upon any change in a User's contact information.

(b) Security Procedures. Member's Users shall need a username and password, or other Totality-approved security and authentication controls, to access Member's Accounts and the Services through the Totality Registry. Totality may set standards for such usernames and passwords, and other security authentication and controls. Totality may also require additional security procedures for certain actions on the Totality Registry.

8. Account Suspension

(a) Totality reserves the right, in its sole discretion, to suspend access to the Totality Registry, or any portion thereof, and Member's Account, by any User, at such times, for such reasons, and in such manner as described in these Terms of Service and the Registry Rules. Totality

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will provide Member with notice of the reasons for any such suspension, and Member shall be required to cure such suspension to have access reinstated, each as more fully described in the Registry Rules. If Member or the suspended User fails to cure such suspension, Totality shall be entitled to such remedies as more fully described in these Terms of Service and the Registry Rules, up to and including termination of these Terms of Service.

(b) While access to the Totality Registry and/or Account(s) by any User is temporarily suspended, the suspended User will have no right to access the Totality Registry or Account, as applicable, or take any action with respect to anything on the Totality Registry or Account, including, by way of example and not by limitation, no right to Transfer any Carbon Credits in a Totality Account or to interact with other Members or User. Additionally, with respect to a Totality Account, such Member or User will not be able to renter into any Purchase and Sale Agreement or submit any Transfer Instruction or to Transfer or Retire Carbon Credits on the Totality Registry.

(c) Reasons for Suspension. Totality may suspend access to an Account by any User if:

- i Totality has a reasonable belief that such User is in violation of, or has otherwise failed to comply with, these Registry Rules, the Terms of Service, any applicable PD Agreement, or Applicable Law;
- ii Continued use presents a threat to the security or integrity of the Totality Registry, the Totality Website, or any portion thereof or any data thereon, or Confidential Information of Totality or any Member, or presents a threat to other Members;
- iii Totality reasonably suspects that the User has engaged in fraudulent, unethical, or illegal activity in connection with the Totality Registry, Totality, the Services, the Carbon Credits, or any Project;
- iv Totality has received instructions to do so from any Applicable Standards Body or Governmental Authority;
- v Totality is notified or otherwise has reason to believe that the User's authorization to act on behalf of Member has been revoked by Member; or
- vi Such User has not accessed the Account in the prior twelve (12) months.

(d) Notice of Suspension. Totality shall provide Member with written notice via email of any suspension and the reasons for suspension within fifteen (15) days following Totality's initiation of such suspension.

(e) Member Challenge Process.

- i The Member may contest the suspension and seek the reinstatement of Account access by the suspended Member or User by submitting the matter to the dispute resolution consistent with the Registry Rules.
- ii As part of the Dispute resolution process, Member will have fifteen (15) days, upon notification by Totality of temporary suspension, to:
 - (1) Cure the reason(s) for the suspension, if amenable to cure; or
 - (2) Show cause in writing as to why the User should not be permanently suspended.

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- iii If within the fifteen (15) day period Member fails, to the satisfaction of Totality, to show cause and/or cure, Totality may permanently suspend the User from the Totality Registry, or any portion thereof.
- iv For the avoidance of doubt, in the event that a Retirement or Transfer on the Totality Registry, or any Documentation or information provided by such User to Totality or otherwise posted by such User on the Totality Registry, is found to be fraudulent or illegal, Totality reserves the right to refer the matter to the appropriate Applicable Standards Body, Governmental Authorities, and legal authorities.

9. Account Closure.

(a) **Reasons for Closure.** A Member's Account(s) may be closed under the following circumstances:

- i **Termination of Registry Agreements.** Termination of the Terms of Service or any applicable PD Agreement to which a Member is a party will trigger the automatic closure of all Accounts held by the affected Member.
- ii **Member Request.** Member may request the closure of one or more of such Member's Accounts at any time by declaring Account closure through the Totality Registry. Removal of a Project of Member from the Totality Registry, and closure of the Project's associated Account(s), if any, must be requested by written notice to Totality.
- iii **Totality Authority.** Totality may close one or more Accounts of Member as permitted in the Terms of Service or any PD Agreement executed by Member, or otherwise as may be appropriate to fulfill Totality's obligations as operator of the Totality Registry, such as, by way of example and not limitation, to address security or functionality concerns or Account inactivity. Totality may close a Totality Registry Account for inactivity unless the Totality Registry Account contains Carbon Credits. Totality will provide notice of Account closure and the reason(s) for closure. A Project of Member, and closure of its associated Account(s), if any, may be removed from the Totality Registry by Totality upon written notice to Member.
- iv **Termination Period.** If termination of all of Member's Totality Registry Account(s) was made for reasons other than Member's breach of the Totality Registry Terms and Conditions, these Registry Rules, or any PD Agreement applicable to Member, Member may elect in writing prior to the effective date of termination to extend such termination date and the provision of the Services and access to the Totality Registry for a period not longer than ninety (90) days from the original termination date (the "**Termination Period**") solely for purposes of Transferring, and/or Retiring all Member's Carbon Credits on the Totality Registry. In no circumstance shall Member attempt to List new Carbon Credits during the Termination Period or execute Purchase and Sale Agreements with Settlement Dates after the close of the Termination Period. If Member properly elects to wind down in accordance with this Section, the Services and the Terms of Service shall automatically terminate at the end of the Termination Period.

(b) **Effects of Account Closure.**

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- i **Projects.** If a closed Totality Registry Account relates to a Project, the Project will be entirely removed from display on the Totality Registry, and all Documentation regarding such Project will be removed from display on the Totality Website. The Member, as Project Developer of such Project, will no longer be able to seek Listing of Carbon Credits generated by such removed Project, and Section 9(b)(ii) below shall apply with respect to Carbon Credits generated by such removed Project and held by such Member. Carbon Credits generated by such removed Project which were Transferred to a Buyer prior to Totality Registry Account closure shall remain on the Totality Registry held and owned by Buyer. One or more Projects may be removed from the Totality Registry without removing or otherwise impacting other Projects of Member on the Totality Registry and without effecting a termination of these Registry Rules or the Terms of Service.
- ii **Totality Registry Accounts.** Member owning Carbon Credits in a Totality Registry Account to be closed assumes the sole responsibility to ensure Transfer of all such Carbon Credits prior to closure of the Member's Totality Registry Account, whether or not Member was eligible to elect the benefit of the Termination Period. If Totality sought closure of the Account and determines to provide Member with a replacement Totality Registry Account, Totality will migrate all Carbon Credits to such replacement Totality Registry Account from the Totality Registry Account being closed. Otherwise, all Carbon Credits remaining in such Totality Registry Accounts after closure will be automatically subjected to Withdrawal by Totality and Totality will email Member confirmation of Withdrawal which confirmation shall indicate the status or designation of the Carbon Credits on the Totality Registry just prior to Withdrawal. Upon Member's request, Totality will also provide an Owner Certificate reflecting Withdrawal of the Carbon Credits.
- iii **Multiple Accounts/Final Account.** Upon the closure of one of Member's Accounts, without closure of other of such Member's Accounts, Member will retain access to its other Accounts on the Totality Registry, and these Registry Rules and the Terms of Service will continue to apply until terminated as provided herein. Closure of all of Member's Accounts (or of Member's only Account) will prohibit Member from further access to any portion of the Totality Registry.
- iv **No Liability.** Except in the event of Totality's fraud or intentional misconduct, Totality shall not be deemed liable in any way for Losses or other liability incurred by Member, Project Developer, Buyer, or any third party resulting from Carbon Credits being Withdrawn due to closure of a Totality Registry Account, closure of any Account, or removal of a Project for any reason permitted by these Registry Rules.

10. Limitations on Use and Operation of the Totality Registry.

- (a) Member acknowledges and agrees that, when accessing the Totality Registry, Member will be subject to, and must comply with, these Terms of Service, including the Registry Rules, each as modified from time to time in accordance with the terms herein, any PD Agreement executed by Member, the requirements of the Standard and Methodology, any Applicable Standards Body, and Applicable Law.

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- (b) Member shall ensure that all Persons it authorizes to access or use the Totality Registry on its behalf, including Users, have been provided with a copy of, and comply with, these Terms of Service, the Registry Rules, and any PD Agreement executed by Member.
- (c) If Member purchases a license to access or use the Totality Methodology, such license is limited to no more than five (5) individual Users. Member shall not permit more than five (5) Users to access or use the Totality Methodology without the prior written approval of Totality. Any such use beyond the limit shall constitute a material breach of these Terms of Service.
- (d) Except as expressly permitted by Applicable Law and these Terms of Service, Member and its Users must not (and will not permit any third party to): (i) work around any of the technical limitations of the Services or the Totality Registry or enable functionality that is disabled or prohibited; (ii) attempt, knowingly permit or encourage other persons or entity to copy, translate, decompile, decipher, disassemble, reverse engineer or otherwise decrypt or in any other manner discover the source code of, or other trade secrets from, all or any portion of the Totality Registry; (iii) perform or attempt to perform any actions that interfere with or disrupt the integrity, operation, or performance of the Software or the Totality Registry, or negatively affect other Users' use of the Services or the Totality Registry; or (iv) use external programs to alter, edit or append records to the data files or other information maintained within the Totality Registry.

11. Reservation of Rights; Ownership.

- (a) **Pre-Existing Intellectual Property Rights.** Each Party acknowledges and agrees that, except for the rights expressly provided for in these Terms of Service and any rights otherwise agreed upon between the Parties, neither Party shall acquire any rights, title, or interest in or to any pre-existing Intellectual Property Rights of the other Party including without limitation any software or similar functionality of the Totality Registry and any Methodology used of the Member.
- (b) **Totality Intellectual Property Rights.** As between the Parties, Totality and its Affiliates and licensors own and holds all right, title, and interest, and all Intellectual Property Rights, in and to the Materials and Totality Confidential Information, and any upgrades, modifications, adaptations, derivative works and enhancements to such materials, subject to the limited licenses granted herein. For the avoidance of doubt, the Totality Methodology is proprietary to Totality and shall be deemed part of the Materials for purposes of these Terms of Service. Except as expressly granted herein or in the Registry Rules, no other licenses or rights are granted to Member by these Terms of Service with respect to the Materials or Totality Confidential Information. Nothing in these Terms of Service grant Totality any ownership, security interest, or other beneficial rights in or to the Carbon Credits or any Project.
- (c) **Member Intellectual Property Rights.** As between the Parties, Member (or its licensors) owns and retains all right, title, and interest, and the Intellectual Property Rights, in and to the Documentation provided by such Member and all Member Confidential Information, and any upgrades, modifications, adaptations, derivative works and enhancements to such materials, subject to the limited licenses granted herein.

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- (d) **Reservation of Intellectual Property Rights.** Each Party acknowledges that it acquires no right, title, or interest under these Terms of Service (by implication, estoppel, or otherwise) to the other Party's Intellectual Property Rights, or any other Intellectual Property Rights owned by any Party or any of their respective Affiliates, other than the limited rights expressly granted or assigned pursuant to these Terms of Service. Each Party expressly reserves all right, title, and interest in its own Intellectual Property Rights to the extent not expressly granted or assigned under these Terms of Service and reserves all rights therein.
- (e) **Anonymized Data.** Totality reserves the right to create, develop, utilize, manipulate, and publish anonymized and/or aggregated data derived from any use by or on behalf of Member of the Totality Registry, including, but not limited to, use for purposes of providing the Services, including the Listing of Carbon Credits, in any form and for any purpose, and for any fee, that Totality determines in its sole discretion. For the avoidance of doubt, the Intellectual Property Rights of the foregoing derived, anonymized, and/or aggregated data shall be owned by Totality and included in the Materials, and Totality may retain all such data after any termination of these Terms of Service.
- (f) **Trademarks.** Neither Party shall use the name or trademarks of the other Party or its Affiliates without the express written consent of such other Party; provided however that either Party may use the other's name and associated logo on such Party's website and in other marketing materials to indicate that such other Party is a PD of a Project on the Totality Registry, or a Member of the Totality Registry, or vendor, as applicable, and to indicate that Member is the owner of Carbon Credits in such Member's Totality Account. Additionally, the Materials bear certain Marks. Member acknowledges that the Marks and all other trademarks and logos displayed on the Materials are trademarks of Totality, its Affiliates, or their applicable vendors, and that these Terms of Service do not grant to Member any proprietary rights in, or any right to modify or alter, any such Marks, trademarks or logos, or any copyright designations of Totality on or in the Materials.

12. Fees and Payment.

- (a) **Fee Schedule.** The Fees payable for use of the Totality Registry and receipt of the Services are described in the Terms of Service and the Registry Rules set forth in the Fee Schedule attached as an Addendum to the Terms of Service. Member agrees to pay all Fees in the amounts stated in the Fee Schedule. Member is liable for any and all Fees incurred as a result of any use of the Totality Registry, whether or not such activity or use was authorized by Member.
- (b) **Payment.** All Fees are quoted in USD and must be paid in USD. Totality shall provide the Member with the Totality Bank Account information. Member agrees to pay the Fees at such time as Fees are due and payable as set forth in the Fee Schedule. All payments due under these Terms of Service must be made by direct deposit of immediately available funds to the Totality Bank Account. Member must ensure that payments are received in the Totality Bank Account on or before the applicable due date, and any payment not received by such date will be considered late. The Parties agree that payments by check, cash, or any other method will not satisfy any payment obligation under these Terms of Service unless expressly agreed to in writing by Totality.

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- (c) **No Offset.** Fees are not subject to offset or reduction. Fees are exclusive of, and Member shall be solely and exclusively responsible for the determination of liability, and calculation and payment of, any Taxes arising from or related to the Services rendered or from the Fees payable under these Terms of Service. In no event shall any portion of Fees be prorated or refunded to Member upon termination of these Terms of Service, PD Agreement or any Service, upon Withdrawal or Retirement of any Carbon Credits, upon any failure of the sale or Transfer of any Carbon Credits, or upon termination or suspension of Member's Account(s) or access to the Totality Registry.
- (d) **Billing.** Member shall provide Member's contact billing information as part of the onboarding and Totality Account opening process and shall maintain such information current during the Term (defined below). Invoices will be sent to Member by email or through the Totality Registry.
- (e) **Changes in Fees.** Totality, in its sole discretion, may change the Fees, which shall be reflected in a new Fee Schedule uploaded to the Totality Website.
- (f) **Taxes.** Member shall be responsible for all Taxes and charges imposed by a Governmental Authority or other agency related to the use of the Totality Registry and all related Services in connection with the Listing of Projects and Carbon Credits or any other use of the Totality Registry. Member is solely responsible for reporting and paying any applicable Taxes arising from sales and Transfers using the Totality Registry, and acknowledge that Totality does not provide investment, legal, or Tax advice governing these sales and Transfers. Member should conduct its own due diligence and consult its own Tax advisors before making any decisions with respect to Carbon Credits sales and Transfers. Member shall hold Totality harmless from all claims, liability, and Losses arising from Member's failure to pay any such Taxes, including penalties, interest, duties, tariffs, and charges.

13. Member Acknowledgments, Warranties and Obligations.

- (a) **Totality Registry Access.** Member is responsible to ensure that each User makes use of the Services and the Totality Registry solely in accordance with the licenses granted in these Terms of Service and the instructions of Totality as set forth herein and in the Registry Rules. Member will ensure that each User prevents the compromise of such User's Totality Registry access credentials and ensure that such access credentials are not used or modified without authorization. Member is fully responsible and liable to Totality and all other Members for all Persons accessing the Totality Registry via Member's Account using credentials authorized by Totality, as well as the activities of such Persons, including any negligent acts or omissions or any breach of these Terms of Service. If Member becomes aware of any actual or suspected violation of these Terms of Service by any User or third party, Member shall promptly notify Totality of the violation. Member acknowledges that Totality is not responsible to maintain copies of any Documentation. Member must retain copies of all such Documentation. If Totality reasonably believes that an unauthorized access of the Totality Registry has occurred, Member and its Users shall cooperate with Totality to provide information Totality reasonably believes is necessary to help mitigate the impact of the access, and Totality may take reasonable steps to address the unauthorized access. The Parties agree that the Totality Registry constitutes Totality's Confidential

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Information, and Member agrees to exercise reasonable efforts to prevent any unauthorized use or disclosure of the Totality Registry or the Services.

(b) Member Acknowledgements. Member acknowledges and agrees that:

- i The Project Developer is responsible for maintaining the Project in accordance with the Standard and Methodology and Applicable Law, and such Project Developer may have Totality List Projects and Carbon Credits on the Totality Registry generated by such Project and to which such Member has full legal and beneficial title free and clear or all liens, encumbrances, and adverse claims (or Member has obtained a release of such liens, encumbrances, or adverse claims, or the third party claimant has agreed in writing that the Carbon Credits are "financial assets" under UCC Article 8).
- ii Member has reviewed, understands and/or executed (as applicable) the Registry Rules and the PD Agreement, and the rights, duties, obligations, and remedies of the Members party to such agreements.
- iii Totality does not warrant that the Totality Registry is available and accessible at all times.
- iv Totality is relying solely on the face of the Documentation provided by Member in relation to Member's access and use of the Totality Registry. Totality does not represent or warrant that: (1) any Project complies with any Standard and Methodology and/or Applicable Law; (2) the Verification Body and Validation Body (if any) reflected in the Documentation are each independent of and has no conflict of interest with Totality or the associated Project or Project Developer; (3) the Verification Body, the Validation Body, or the Project Developer are not in breach of the Validation or Verification agreement between such entities; (4) the Verification Body and the Validation Body (if any) each holds appropriate licenses and accreditation to perform Validation and Verification services, as appropriate, has implemented appropriate risk management or compliance policies and procedures, has necessary insurance to cover fraud and/or errors in the Validation or Verification services, or is competent in the Standard and Methodology; (5) the Verification Body and the Validation Body (if any) has each included all of its findings with respect to the Project, its Carbon Credits, and its Co-Benefits (if any) in the Reports or correctly calculated the Carbon Credits based on the Project data; (6) to the extent applicable to a Project and its Standard and Methodology, the Verification Reports contain accurate and timely measurements and readings; (7) the amount of Carbon Credits placed into the Buffer Account, or any Insurance Policy obtained with respect to such Carbon Credits, are sufficient to protect against Reversals, Over-Issuances, or any other incorrect quantification or reporting of a Project's Carbon Credits; or (8) the Documentation, including the Onboarding Data and Reports, are accurate, current, and complete, and do not contain any material misstatements or omissions of material facts.
- v The data and information contained in the Documentation, the Totality Registry, and the Totality Website is derived from information supplied by various sources and Totality does not represent or make any warranty in respect of, and has no liability for, the accuracy, reliability and/or completeness of any such data and information.

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- vi With respect to all Transfers conducted by Member or to which Member is a party, Member is solely responsible for performing all applicable due diligence with respect to the other party to such Transfer, the Project, and the Carbon Credits subject to such Transfer, including, but not limited to, performing Member's own review of the Documentation, and requiring from such other party any additional information, data or documents necessary or advisable to ensure that the Carbon Credits, the associated Project, the Standard and Methodology, the other party, and the purchase, sale, and Transfer terms meet with all requirements of Member.
 - vii Member has the duty and the obligation to immediately notify Totality of any incorrect, incomplete, or inaccurate information related to Member or any of its Listed Projects or Carbon Credits on the Totality Registry.
 - viii Member has not relied upon any warranty, guaranty or representation (express or implied) made by Totality, its Affiliates or any third-party data provider or vendor, except the representations made by Totality specifically set forth in these Terms of Service or any PD Agreement executed by Member.
 - ix Member will not intentionally commit any act or omission that can or would reasonably cause or threaten to cause harm to Totality or its Affiliates, or their good name or reputation. Totality may designate any Carbon Credits as Disputed, and may Withdraw any Carbon Credit, for the reasons set forth in the Registry Rules.
 - x Member is responsible for providing and maintaining all equipment and technology necessary for Member to access and use the Totality Registry, and all costs and expenses associated with its accessing and using the Totality Registry. Member is solely responsible for any damage to computer systems or loss of data that may result from Member's access to the Totality Registry.
- (c) **Member Warranties and Covenants.** Member covenants, represents, and warrants to Totality at all times during the Term that Member:
- i has the right, power, and ability to enter into and perform under these Terms of Service;
 - ii has duly authorized and approved the execution of these Terms of Service, and these Terms of Service are binding on Member;
 - iii is not subject to any Insolvency Event and is not in breach of or default under, and no event has occurred that, with the passage of time or notice, or both, would constitute or would be reasonably expected to constitute such a breach of or default under these Terms of Service or any PD Agreement executed by Member, other than a breach or default that would not, or would not reasonably be expected to, have a Material Adverse Effect;
 - iv has all necessary rights and consents to grant the rights and licenses granted under these Terms of Service, and to allow Totality to provide the Services and the Totality Registry, and no consent or approval of any third party or Governmental Authority is required to make these Terms of Service or any PD Agreement executed by Member enforceable against Member;

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- v is not a Sanctioned Person and is not otherwise subject to any Sanctions of a Sanctioning Body;
- vi is compliant with, and will comply with, all Applicable Laws and any Standard and Methodology with respect to operation of its business and its Projects (if any), its performance of these Terms of Service and any PD Agreement executed by Member, including compliance with the Registry Rules, and its use of the Services, and such performance and use will not violate any contractual rights of a third party;
- vii will ensure that its employees, contractors, and agents, including all of Member's Users, will at all times comply with the terms of these Terms of Service, including the Registry Rules, and any PD Agreement executed by Member;
- viii will not use or allow use of the Services, the Totality Registry, the Totality Website, or the Documentation for or in connection with any illegal or unlawful purpose or activity, or otherwise use or deal with the Services in any way that will expose Totality or any of its Affiliates, or any of their directors, officers, or employees, to liability including without limitation under Applicable Law;
- ix will not introduce into or deliver into the systems of Totality any virus, malware, or other data or code (including Documentation) that is invalid, illegal, or that is intended to or does cause data loss or other damage to data (including Documentation), or otherwise creates or allows unauthorized access to or interruption of the Services or the Totality Registry;
- x will ensure that all information provided to Totality with respect to Member and each User is and will at all times be complete and accurate, including the Documentation;
- xi ensure that any Insurance Policy procured or otherwise maintained by Member with respect to Carbon Credits Listed by Member or owned by Member is procured from and issued by an insurer in full compliance with all Applicable Law and other requirements, including any sanctions limitations, in the jurisdiction or jurisdictions in which the coverage was negotiated, procured, issued and/or delivered, and that such insurer is properly licensed and/or authorized under the Applicable Laws of its domiciliary jurisdiction to enter into as obligor an Insurance Policy; and Member will timely pay any and all applicable premiums, Taxes or administrative or other fees triggered by the insurance transaction;
- xii will notify Totality within thirty (30) days of (A) any termination, cancellation, or expiration of any Insurance Policy obtained or maintained by Member with respect to Carbon Credits; (B) Member's knowledge of entry of any order of receivership, rehabilitation, conservatorship liquidation or similar order against the insurer of any such Insurance Policy by a Governmental Authority; or (C) Member's knowledge of any acquisition, sale or assignment of such insurer or substantially all of such insurer's assets and/or liabilities;
- xiii if Member is the insurer under any Insurance Policy with respect to any Carbon Credits owned by Member, Member will maintain, manage, Transfer and/or Withdraw such

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Carbon Credits in accordance with the terms of the Insurance Policy applicable to such Carbon Credits, the Registry Rules, and Applicable Law;

- xiv it will enter into binding Purchase and Sale Agreements with other Members for each Transfer it conducts of Carbon Credits with such other Members, and will have terms consistent with the terms of these Terms of Service and the Registry Rules; and
- xv it will comply, and will cause each User to comply, with these Terms of Service, the Registry Rules, and any PD Agreement executed by Member.

14. **Totality Obligations and Disclaimers.**

(a) **Obligations.**

- i Totality will maintain commercially reasonable administrative, technical, and physical controls to protect Member Confidential Information from unauthorized access, accidental loss, or unauthorized modification.
- ii Totality will use reasonable efforts to cause the Totality Registry to be available to Member for access during the operation of the Totality Registry. Totality does not represent or warrant that the Totality Registry or any portion thereof, or the Carbon Credits or Accounts, will be available on a 24/7 basis, or that the Totality Registry will be error-free.
- iii With respect to all Carbon Credits and in Totality's provision of the Services and consistent with the Registry Rules, Totality reviewed the Documentation provided by the Project Developer prior to Listing the Carbon Credits. Totality reserves the right, in its sole discretion, to reject any Documentation submitted by any Member. Totality also reserves the right, in its sole discretion, to reject any Project or any Carbon Credits for listing for any reason, including if Documentation does not appear to be in order or otherwise fails to reflect on its face that: (A) the Project was developed and operated in accordance with a Standard and Methodology, (B) the Project actually generated the number of Carbon Credits reflected in the Reports, or (C) the Carbon Credits were Verified by a Verification Body and the Project was Validated by a Validation Body.
- iv In Listing Carbon Credits and otherwise providing the Services, Totality (i) relies solely on the information contained within the Documentation, (ii) conducts no independent investigation with respect to the authenticity, accuracy, or completeness of the Documentation, and (iii) does not represent or warrant that such Documentation (a) is genuine, accurate, current, or complete, or (b) does not contain any misstatements or omissions of material facts.

(b) **Sole Remedy.** Member's sole remedy for any failure of Totality to comply with the obligations set forth in these Terms of Service and the Registry Rules is for Totality, in its reasonable discretion, to repair, replace, or re-perform the defective Services, at Totality's cost.

(c) **Warranties.** Totality represents and warrants to all Members that: (i) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its formation; and (ii) it has all requisite corporate power and authority to provide the Services.

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(d) **Subcontractors.** Totality has the right to engage Affiliates, suppliers, or subcontractors in the provision of the Totality Registry and the Services.

(e) **Disclaimers.**

- i **No Advice.** No information available on the Totality Registry constitutes legal advice, regulatory advice, financial advice, trading advice, insurance advice, or any other sort of advice. Totality does not recommend that any Carbon Credit should be Transferred, bought, sold, held, retired, or insured by any Person. Totality will not be held responsible for the decisions any Member makes to have Totality List, Transfer, or Retire Member's Carbon Credits or to obtain or decline to obtain any Insurance Policy with respect to Carbon Credits. Member must conduct its own due diligence and consult with its own financial, Tax, insurance, legal, and other advisors before using the Totality Registry and before seeking to have Totality List any Carbon Credit or receiving, Transferring, or purchasing any Carbon Credit to determine if the Totality Registry is sufficient for Member's purposes.
- ii **General.** Totality is not responsible for the content, availability, or reliability of the Totality Registry, the Services, the Totality Website, or the Documentation, or any portion thereof, or any other websites that are linked to the Totality Registry. Totality shall not be liable for any loss of data or Documentation arising from any unauthorized use of the Services or the Totality Registry caused in whole or in part by the acts or omissions of Member or any User or arising from Member's or any User's misuse, theft, or loss of access credentials for the Services or the Totality Registry. Totality does not warrant the accuracy, completeness, or validity of the Documentation or any data and information associated with a Carbon Credit or any underlying Project and available on the Totality Registry or the Totality Website. Totality Registry does not in any way guarantee legal title to the Carbon Credits, and Totality shall not be liable for any Carbon Credits Withdrawn in accordance with these Terms of Service or the Registry Rules. Totality is not involved in procurement or maintenance of any Insurance Policy by any Member with respect to any Carbon Credits, and does not in any way guarantee or make any representation or warranty as to: (A) the validity or collectability of any such insurance now or in the future; (B) whether a present or future Buyer of such Carbon Credits will be or may be entitled to insurance protection under any Insurance Policy; or (C) whether any Carbon Credits maintained by the insurer providing any such Insurance Policy will be sufficient to protect against Over-Issuance or Reversals.
- iii **No Warranties.** The Totality Registry and the Services are provided on an "AS IS" and "AS AVAILABLE" basis and, to the maximum extent allowed by Applicable Law, except as unambiguously and expressly set forth in these Terms of Service, neither Totality, its Affiliates, nor any third-party data provider or vendor makes any representation, warranty, condition, undertaking, or term, whether express, implied, or statutory, and Totality expressly disclaims any such warranties, regarding or relating to the Totality Registry or the Services (including maintenance and support) or any of the data, information, Documentation, Insurance Policies, or materials provided or made available to Member on the Totality Registry or otherwise by Totality, including merchantability or fitness for any particular purpose; or as to the continuity, accuracy,

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timeliness or completeness of the Totality Registry or Services (including any data or Documentation thereon) or any of the results to be attained by Member or others from the use of the Totality Registry or the Services. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN OR IN THE REGISTRY RULES OR ANY PD AGREEMENT EXECUTED BY MEMBER, THE SERVICES, THE TOTALITY REGISTRY, THE TOTALITY WEBSITE, THE USER GUIDE, THE SOFTWARE, AND THE ACCOUNTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TOTALITY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES NOT EXPRESSLY INCLUDED IN THESE TOTALITY REGISTRY TERMS OF SERVICE, THE REGISTRY RULES, OR ANY TOTALITY AGREEMENT EXECUTED BY MEMBER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, INTEGRITY OF DATA, PERFORMANCE, OR TITLE, OR REGARDING THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE TOTALITY REGISTRY, THE TOTALITY WEBSITE, OR THE SERVICES, OR THAT THE TOTALITY REGISTRY, THE TOTALITY WEBSITE, THE SOFTWARE, OR THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE. TOTALITY DOES NOT WARRANT THAT ANY SERVICES, THE TOTALITY WEBSITE, OR THE TOTALITY REGISTRY WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE SERVICES, THE TOTALITY REGISTRY, THE TOTALITY WEBSITE, OR ANY COMPONENT OF ANY OF THEM WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED. MEMBER IS SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE SERVICES, THE TOTALITY REGISTRY, THE TOTALITY WEBSITE, THE ACCOUNTS, AND THE CARBON CREDITS FOR MEMBER'S PURPOSES.

15. Confidentiality.

- (a) Confidential Information will be kept secure, private, and confidential by both Parties. Both Parties will protect any Confidential Information disclosed pursuant to these Terms of Service using the same security measures and standard of care that they would apply to safeguard their own Confidential Information. Confidential Information of Totality include the Services, the Totality Registry, and the Materials.
- (b) Totality and Member each agree not to use or disclose Confidential Information of the other Party except to the extent that such use or disclosure is:
 - i Reasonably necessary to perform a Party's obligations and duties under these Terms of Service, including the Registry Rules, or any PD Agreement executed by Member (including, without limitation, in connection with the production of reports or information requested and required by a relevant Governmental Authority or other regulator); or

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- ii Authorized in writing by the other Party.
- (c) Neither Totality nor Member shall be deemed to have breached these Terms of Service on account of the use or disclosure of any Confidential Information of the other Party if:
 - i Such use or disclosure is reasonably necessary to comply with the Standard and Methodology, any Applicable Law or other legally enforceable requirement, or any request by any Governmental Authority having jurisdiction (including a relevant regulator) over Totality; and
 - ii The Party using or disclosing such Confidential Information provides to the other Party, as soon as reasonably practicable and, in any event, in advance of such use or disclosure, to the extent permitted by Applicable Law, written notice of such use or disclosure so that the other Party may seek a protective order or other appropriate remedy. With respect to requests from a Governmental Authority or relevant regulator for Confidential Information relating to a particular Project or Carbon Credits in connection with the Governmental Authority's or relevant regulator's review or crediting of that Project or those Carbon Credits, Totality may disclose all Documentation and other information regarding Member, the Project, the Carbon Credit, and the applicable Project Developer to the Governmental Authority or relevant regulator, including Confidential Information of Member, without providing prior written notice to Member.
- (d) Totality and Member will each be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the obligations of the other Party under this Section. Absent written consent of the disclosing Party to the disclosure, the recipient Party, in the case of a breach of this Section, has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section.
- (e) Data and information contained in Documentation provided by Member or otherwise maintained by Member on the Totality Registry may be publicly displayed and disclosed to other Members and to third parties in connection with the operation of the Totality Registry, including on the Totality Website, except to the extent Member, as Project Developer of the associated Project, marks and designates such data or information in writing as sensitive, confidential, or proprietary in accordance with the Registry Rules.
- (f) If a Member Retires or Totality Withdraws one or more Carbon Credits, certain information related to such Retirement or Withdrawal may be subject to public disclosure by or at the direction of Totality, in such manner (including, without limitation, by inclusion in one or more reports posted on the Totality Website), at such times, and to such Persons as permitted in the Registry Rules without violation of these Terms of Service.
- (g) Notwithstanding anything to the contrary in these Terms of Service, with respect to information and materials then in the possession or control of the receiving Party upon any termination of these Terms of Service, (i) the receiving Party may retain the Confidential Information of disclosing Party in its then-current state and solely to the extent and for so long as required by the Standard and Methodology, Applicable Law or the receiving Party's bona fide document retention policy; (ii) the receiving Party may also retain such

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Confidential Information in its backups, archives, and disaster recovery systems until such Confidential Information is deleted in its ordinary course; and (iii) all Confidential Information retained as described in this subsection will remain subject to all confidentiality and other requirements of these Terms of Service.

16. Force Majeure. Totality will not be liable for any failure or delay in the performance of its obligations under these Terms of Service or any PD Agreement executed by Member, if that failure or delay is due to a Force Majeure. If Totality is, by reason of Force Majeure, unable to perform any obligation or condition under these Terms of Service or any PD Agreement executed by Member, Totality will promptly notify Member. Totality will use all commercially reasonable endeavors to remedy the Force Majeure and resume performance after cessation of the Force Majeure. Totality will further notify Member when the Force Majeure has terminated. Member acknowledges that any unavailability or outage of the Totality Registry on the Settlement Date of any Purchase and Sale Agreement executed by Member, or on the date any Transfer Instruction is submitted by Member, through no fault of Member or the other party to such Purchase and Sale Agreement, shall be deemed a Force Majeure with respect to Totality.

17. Dispute Resolution. All Members agree to the Dispute Resolution process described in the Registry Rules. To protect Totality or the Totality Registry, Totality may refuse to List a Member's Project or Carbon Credits, and may suspend the purchase and sale, Transfer, and Retirement of Member's Carbon Credits, which become the subject of a Dispute, until the Dispute is resolved. Carbon Credits subject to a Dispute may be designated as Disputed by Totality without prior notice to Member. Member acknowledges and agrees that Totality may exercise this right without liability to Member, and this right applies even if Totality is not a named party to the Dispute.

18. Limitation of Liability.

- (a) In no event shall Totality or any of its Affiliates be liable to Member, any Member Affiliate, or any third party, whether in contract (including under any indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Member, any Member Affiliate, or any third party arising in respect of, or in connection with:
 - i Any inaccuracy, error, or omission, regardless of cause, in the Totality Website, the Totality Registry (including any data or information contained in the Totality Registry), any Documentation, or the provision of the Services; or
 - ii Any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Member, any Member Affiliate, or third party, made or taken in reliance of, or based on, any report, data or information provided or made available by Totality, the use of the Totality Registry, the Totality Website (including any Documentation or data contained thereon), or the Services, or any information contained in any Documentation or the Totality Registry; or
 - iii The matters set out below:
 - (1) any use of the Totality Registry by Member, Member's authorized representative, or a third party;

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- (2) any claim by any third party, including any Member Affiliate, arising from any act or omission of Member;
 - (3) any imperfection, invalidity, or defect of any kind with respect to any Carbon Credit, including in relation to the legal title of Carbon Credits, or any claims related to the use, Co-Benefits or characteristics of Carbon Credits;
 - (4) Member entering or failing to enter into any contracts, agreements, or arrangements with other Members or any third parties, including Purchase and Sale Agreements, in reliance on representations made by Totality or contained on the Totality Registry, the Totality Website, or any Documentation, or any breach of any such contracts, agreements, or arrangements by such other Members or third parties;
 - (5) any User or third party who gains authorized or unauthorized access to or otherwise makes use of the Totality Registry through Member's access credentials;
 - (6) any changes in market conditions for Carbon Credits, Member's inability to enter into or to successfully negotiate or settle any contracts, agreements, or arrangements with other Members or any third parties, including Purchase and Sale Agreements, or Totality's performance or failure to perform any Transfer Instruction or any activity described in any Purchase and Sale Agreement executed by Member, including, but not limited to, any refusal on the part of Totality to execute any Transfer described in any Purchase and Sale Agreement;
 - (7) the designation as Disputed of any Carbon Credits for reasons permitted in these Terms of Service, any Totality Registry executed by Member, or the Registry Rules;
 - (8) any technical problems with the Totality Registry;
 - (9) any changes in Applicable Law or a Standard and Methodology with respect to any Project or Carbon Credits; or
 - (10) any breach by Member of any provision of any PD Agreement or Purchase and Sale Agreement executed by Member or these Terms of Service.
- (b) Member assumes full responsibility and risk of loss resulting from its use of the Totality Registry and the Services, and will have no claim whatsoever against Totality, its Affiliates, or any of their directors, agents, employees, or contractors, other than where liabilities are determined by final adjudication to have been caused by Totality's or its contractors' fraud or willful misconduct.
- (c) EXCEPT FOR TOTALITY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN **SECTION 18(d)** BELOW, IN NO EVENT SHALL TOTALITY OR ANY OF ITS AFFILIATES BE LIABLE TO MEMBER, ANY MEMBER AFFILIATE, OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES ARISING FROM CONTRACT (INCLUDING UNDER ANY INDEMNITY), IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY (EXPRESS OR IMPLIED) UNDER STATUTE OR OTHERWISE, IN EACH CASE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES ARISING UNDER THESE TOTALITY REGISTRY TERMS OF SERVICE

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OR ANY PD AGREEMENT EXECUTED BY MEMBER, INCLUDING ANY FAILURE OF TRANSFER OF LEGAL TITLE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, OR PROPERTY DAMAGES, SUSTAINED BY MEMBER OR ANY THIRD PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO MEMBER.

- (d) The foregoing limitations of damages, liability, remedies, and no warranty provisions set forth in these Terms of Service are fundamental elements of the basis of the bargain between the Parties.
- (e) Nothing in these Terms of Service will or purport to exclude or limit any liability of either Party or their Affiliates or Users for death or personal injury resulting from negligence or intentional misconduct, or for fraud.

19. Indemnity.

- (a) Member agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against all proceedings, actions, claims, demands, investigations, and Losses incurred, directly or indirectly, in connection with or by reason of, or in any way relating to, arising out of or attributable to the Carbon Credits, Member's Projects (if any), Member's use of the Totality Registry or the Totality Website, receipt of the Services, or breach of these Terms of Service or any PD Agreement executed by Member, or violation of a Standard and Methodology, Applicable Law, or the rights of any third Person or another Member, including without limitation:
 - i any inaccuracy of a representation or breach of a warranty made by or on behalf of Member or Member's authorized representatives;
 - ii any failure of any Documentation or any Carbon Credit submitted for Listing by Member or subject to Transfer, to conform with these Terms of Service, any PD Agreement executed by Member, or any Standard and Methodology, or requirements of any Applicable Standards Body;
 - iii any Insurance Policy or transaction with respect to any Carbon Credits, including any such Carbon Credits maintained in a Buffer Account;
 - iv any Dispute between Member and any other Member or third party with respect to any Purchase and Sale Agreement, Transfer Instruction, any Project, any Carbon Credits, any Insurance Policy or transaction with respect to any Carbon Credits, including any such Carbon Credits maintained in a Buffer Account, or any Documentation; and
 - v any failure to perform any covenant, obligation, or agreement under these Carbon Credits Terms of Service, the Registry Rules, or any PD Agreement executed by Member.
- (b) The indemnities in Section 19(a) are: (i) continuing obligations of Member, separate and independent from its other obligations and survive the termination of these Terms of

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Service; (ii) subject to the extent that any such Losses result from the Indemnified Parties' fraudulent conduct or willful misconduct; and (iii) except as provided herein, absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of Member.

- (c) It is not necessary for Totality or any of the Indemnified Parties to incur Losses or make payment against such Losses before enforcing a right of indemnity under these Terms of Service.
- (d) Totality agrees to indemnify, defend, and hold harmless Member from and against all proceedings, actions, claims, demands, and Losses relating to, arising out of any allegation that the Totality Registry or the Services or Member's use thereof in accordance with these Terms of Service infringes or misappropriates any copyright, patent, trade secret, trademark or other intellectual property right of any third party (an "**IPR Claim**"); provided that Totality shall have no obligation with respect to any IPR Claim to the extent that the alleged infringement arises from: (i) data or information provided by Member; (ii) use of the Services or the Totality Registry in combination with data, software, hardware, equipment, or technology not provided by Totality or authorized by Totality in writing if such claim could have been avoided had such combination, operation or use not occurred; (iii) any use of the Totality Registry or the Services outside the scope of or in violation of these Terms of Service; (iv) modifications to the Totality Registry or the Services not made by Totality; (v) failure to use corrections or enhancements as soon as the nature and circumstances of the corrections or enhancements reasonably indicates is necessary or advisable after they have been made available, and as directed, by Totality; or (vi) Member's continued use of the Totality Registry or the Services subsequent to receipt of notice of any claimed infringement. Totality shall be entitled to assume the exclusive defense of the IPR Claim (which will include, but not be limited to, the right to conduct any proceedings or action, to negotiate the settlement of the IPR Claim and to conduct all settlement discussions in connection with the IPR Claim). This Section 19(d) represents that sole and exclusive remedy of Member and the entire liability and obligation of Totality for any infringement or claims of infringement involving the Totality Registry or the Services.
- (e) **Procedures.** The Indemnified Parties or Member, as applicable, shall promptly notify the Indemnifying Party in writing of the claim, but the Indemnified Parties' or Member's, as applicable, failure to provide or delay in providing such notice will not release the Indemnifying Party from its obligations under this Section 19, except to the extent the failure or delay materially prejudices the Indemnifying Party. The Indemnified Parties shall not compromise or settle any claim under Section 19(a) without the written consent of Member, and Member shall not compromise or settle any claim under Section 19(d) without the written consent of the Totality Registry. The Indemnifying Party shall, upon payment of such indemnity, be subrogated to all rights of the Indemnified Parties or Member, as applicable, with respect to the claims and defenses to which such indemnification relates. The Indemnified Parties may, at their expense, engage counsel to assist in defense of the claim.

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20. Privacy. Totality processes information about Member, its Projects (if any), and its Carbon Credits, in accordance with the appropriate privacy protocols. By using the Totality Website and the Totality Registry, Member consents to such processing and warrants that all data and information provided by or on behalf of Member is accurate, complete, and up-to-date, including, but not limited to, Onboarding Data and Documentation.

21. Modification and Amendment.

- (a) Totality may at any time amend or modify these Terms of Service, including the Registry Rules and PD Agreements, at Totality's discretion. Any such amendment or modification will be posted on the Totality Website along with the effective date of such modification. Any such amendment or modification takes effect at the time specified by Totality and without Member's prior consent.
- (b) Totality will notify Member regarding any amendment or modifications to these Terms of Service or the Registry Rules, either via posted notice at login on the Totality Website, by email, or by such other means Totality may determine.
- (c) By making any use of the Totality Registry after Totality has notified Member of any amended or modified Terms of Service or Registry Rules, Member is deemed to have accepted the amended or modified Terms of Service or Registry Rules and is required to ensure compliance with them by all Member's Users. Additionally, submission by Member of Documentation or Carbon Credits for Listing, or Member's execution of any Purchase and Sale Agreement or submission of any Transfer Instruction, after notification of any amendment or modification of the Terms of Service or Registry Rules will be deemed Member's acceptance of the amended or modified Terms of Service or Registry Rules. If Member does not agree with the amended or modified Terms of Service or Registry Rules, Member must stop using the Totality Registry and must not pursue Listing any new Carbon Credits. No such amendment or modification shall affect Member's right to close Member's Account or terminate use of the Totality Registry in accordance these Terms of Service before such amendment or modification becomes effective.
- (d) Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Member relating to the subject matter of these Terms of Service is for administrative convenience only and will have no effect in supplementing, varying, or superseding any provisions of the Terms of Service or any applicable PD Agreement, regardless of any acknowledgement thereof by Totality.

22. Export. Totality's provision of the Services and related materials is subject to United States Trade Controls. Member acknowledges the application of such Trade Controls and agrees to (i) comply strictly with the legal requirements established under the Trade Controls, (ii) cooperate with Totality in any official or unofficial audit, inspection or investigation that relates to the Trade Controls, and (iii) not export, re-export, distribute, use or otherwise transfer, directly or indirectly, the Services, the Totality Registry, any technical information or materials, or any related product thereof to any destination or Person restricted or prohibited by the Trade Controls, unless authorized or permitted under applicable Trade Controls and unless Member has obtained prior written authorization from Totality and the applicable Governmental Agency. Member agrees that

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Totality's non-performance of any obligation herein due to Totality's adherence to Trade Controls or compliance with Applicable Law will not constitute a breach of these Terms of Service.

23. General.

- (a) **Assignment.** Member shall not assign these Terms of Service or any of its rights, benefits, duties, and obligations hereunder without the prior written consent of Totality, which consent Totality may withhold in its sole discretion, subject to the Registry Rules. These Terms of Service shall be binding upon and inure to the benefit of the respective Parties and their respective successors and permitted assigns.
- (b) **No Third-Party Beneficiaries.** Except as set forth elsewhere in these Terms of Service, these Terms of Service confer no rights whatsoever upon any Person other than the Parties and shall not impose, or be interpreted as imposing, any standard of care, duty, or liability upon any Person other than a Party. For clarity, the Users are not Parties to these Terms of Service.
- (c) **Severability.** If any term of these Terms of Service is held to be illegal, unenforceable or void, then each other provision will remain in effect and the illegal, unenforceable or void provision will be amended to the extent required to make it legal and enforceable. If no such amendment is possible, then such term will be stricken from these Terms of Service and all other provisions will remain in full force and effect.
- (d) **Waiver.** No waiver of any breach of any provision of these Terms of Service shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- (e) **Notice.**
 - i Any notice required to be provided to Totality under these Terms of Service must be sent via the Totality Registry or by email to info@totality.com. Any notice from Member to the specified Totality address(es) is deemed received at the time confirmation from Totality to Member, acknowledging receipt of the notice, is sent to Member.
 - ii Any notice required to be provided by Totality to Member may be sent via the Totality Registry or to any email address provided by Member on its Account and shall be deemed received when sent.
- (f) **Electronic Documents.** Electronic Records and electronic signatures may be used in connection with the execution of these Terms of Service and in performance of the Parties' relationship under these Terms of Service. Unless prohibited by Applicable Law, the Parties understand and agree that any record that is signed, executed, accepted, agreed, provided, or submitted using electronic means will be legally valid and will have the same force and effect of law as if the same process had been conducted using paper documents and handwritten signatures.
- (g) **Injunctive Relief.** Member acknowledges that money damages would not adequately compensate Totality in the event of a breach by Member of its obligations hereunder and that injunctive relief may be essential for Totality to adequately protect itself hereunder.

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Accordingly, Member agrees that, in addition to any other remedies available to Totality or at law or in equity, including but not limited to any monetary damages, Totality shall be entitled to seek injunctive relief in the event of any breach by Member of any covenant, agreement, representation or warranty contained herein, in the Registry Rules, or in any PD Agreement or Purchase and Sale Agreement executed by Member.

- (h) **Rights Cumulative.** The rights, remedies, and powers of the Parties under these Terms of Service are cumulative and do not exclude any other rights, remedies, or powers.
- (i) **Entire Agreement.** These Terms of Service, including the Addendum and Registry Rules, the Totality Website Terms of Use, and any applicable PD Agreement constitute the entire agreement between the Parties with respect to their subject matter and supersedes all prior representations, writings, negotiations, or understandings with respect to that subject matter. All terms, conditions and warranties not stated expressly in these Terms of Service, and which would in the absence of this provision be implied into these Terms of Service by statute, common law, equity, trade, custom or usage, or otherwise, are excluded to the maximum extent permitted by Applicable Law. If there is any inconsistency between these Terms of Service and the requirements of any Applicable Standards Body, these Terms of Service will prevail with respect to the access to and use of the Totality Registry.
- (j) **Governing Law; Class Action Waiver.** All matters relating to the Totality Registry, the Services, these Terms of Service, including the Registry Rules, or any applicable PD Agreement, and any Dispute arising therefrom or related thereto, shall be governed by and construed in accordance with the federal laws of the United States of America, including without limitation the Electronic Signatures in Global and National Commerce Act and, to the extent that state law applies, the laws of the State of Texas, USA without giving effect to any choice or conflict of law provision or rule (whether the state of Texas or any other jurisdiction). In the event of any litigation between the Parties to the extent permitted under Section 22(k) below, each Party submits to the exclusive jurisdiction of the federal courts of the United States or the courts of the State of Texas, Harris County, for the purposes of determining any Dispute arising out of these Terms of Service, including the Registry Rules, any applicable PD Agreement, or the transactions contemplated by any of them. These laws and venue will apply no matter where in the world Member is located or incorporated, and Member waives any and all objections to the exercise of jurisdiction over Member by such courts and to venue in such courts. THE PARTIES AGREE THAT THEY ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS. THE PARTIES EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- (k) **Arbitration.**
 - i Subject to Applicable Law, any Dispute, controversy or claim between Totality and Member arising out of or relating to the Carbon Credits, these Terms of Service, including the Registry Rules, any applicable PD Agreement, or the transactions contemplated by any of them, shall first go through the Dispute Resolution process described in the Registry Rules and thereafter, at the request of either Party, will be

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determined by binding arbitration. Notwithstanding any other provision of these Terms of Service, the Parties agree and understand that if either Party requests binding arbitration, there is no right to trial by jury or otherwise and the arbitrator will have no authority to award punitive damages or other damages not measured by the prevailing Party's actual damages.

- ii The arbitration will be conducted (i) in Houston, Texas, (ii) before one arbitrator designated by the Parties, or if the Parties cannot agree on the designation of an arbitrator within sixty (60) days of a request by either Party for binding arbitration, by the arbitration association (defined below); (iii) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in these Terms of Service; (iv) under the arbitration rules (defined below) in effect at the time of filing the demand for arbitration. The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment upon the award may be entered in any court having jurisdiction. The decision of the arbitrator shall be rendered within 30 days of the close of the arbitration hearing and shall be final and binding. The Parties shall pay their own expenses of arbitration and legal fees, and the expenses of the arbitrator shall be equally shared; provided, however, that if, in the opinion of the arbitrator, any claim under these Terms of Service or any defense in objection thereto, was unreasonable, the arbitrator may assess, as part of its award, all or any part of the arbitration expenses (including reasonable attorneys' fees of the other Party and arbitrators' fees under the standards and law applicable under rules 11 and 27 of the Federal Rules of Civil Procedure) against the Party raising such unreasonable claim, defense or objection.
- iii In any arbitration proceeding pursuant to this Section 23(k), these Terms of Service shall be governed as to all matters, including validity, interpretation and enforcement, by the laws of the State of Texas, except as superseded by the laws of the United States. For purposes of this Section: (A) the term "**arbitration association**" shall mean JAMS; and (B) the term "**arbitration rules**" shall mean the JAMS Comprehensive Arbitration Rules and Procedures (unless the Parties agree to use JAMS's Streamlined Rules).
- iv The Parties agree that any attempt to avoid arbitration by instituting procedures in any other forum will constitute a material breach of these Terms of Service and will cause irreparable harm to the other Party, including, but not limited to disrupting business and incurring legal expenses, thereby requiring an immediate judicial order to return the cause to arbitration and terminate any other proceedings. Judicial orders to enforce the arbitration provisions of this Agreement and otherwise in aid of arbitration may be entered by the federal and state courts located in Texas, Harris County, at any time prior to or after a final decision by the arbitrators and the Parties hereby submit to personal jurisdiction in the State of Texas, Harris County, and to venue in such courts; provided, however, no provision of this Section 23(k) limits the right of the Parties to exercise self-help remedies, such as setoff, or to obtain injunctive, provisional, or ancillary remedies from a court of competent jurisdiction before, during, or after the arbitration procedure.

(l) **Sovereign Immunity.** To the extent that Member or any of its authorized representatives enjoys any right of immunity from set-off, suit, execution, attachment, or other legal process with respect to its assets or its obligations under these Terms of Service or any PD Agreement executed by Member, Member waives all such rights to the fullest extent permitted by Applicable Law.

(m) **Relationship of Parties.** The Parties hereto are and will remain independent contractors. Neither Party will have the right to obligate or bind the other Party in any manner to any third party. Notwithstanding any provision of these Terms of Service to the contrary, these Terms of Service establish and shall only be construed as a contract between unrelated business entities for the provision of Services and shall not be deemed to create a partnership, joint venture, fiduciary, agency or any other type of joint relationship.

(n) Counsel. Each Member acknowledges and agrees that (a) the terms of these Terms of Service and the Registry Rules, and all matters with respect to the sale, purchase, and Transfer of the Carbon Credits (including matters related to the compliance with Applicable Law), are, and have been, determined solely by such Member;(b) these Terms of Service, the Registry Rules, the Term Mineral Deed, the Well Plugging Activities Covenant, the Right to Enter Agreement and any other documentation provided by Totality do not constitute legal advice; and (c) it has been encouraged to seek independent counsel with respect to the terms and obligations of Member, all other Members, and Totality under these Terms of Service and the Registry Rules.