

SkopeOne.io End User License Agreement

Terms and Conditions

These Terms and Conditions (“Agreement”) are by and between Puloli, Inc., a Delaware corporation located at 350 California Street 4th Fl, San Francisco, CA, USA dba SkopeOne.io (“SkopeOne.io”) and the Customer as defined below. SkopeOne.io and Customer may be referred to in this Agreement individually as a “Party” or collectively as “Parties.”

Article 1 Definitions

1.1 “SkopeOne.io Service” means delivery of methane emissions data from the Permian Basin region in the form of Methane Essentials monthly report online via skopeone.io website.

1.2 “Customer” means a person who has created an online account using a unique and verifiable email address at skopeone.io website for the purpose of subscribing to SkopeOne.io Service.

1.3 “Customer Content” means any content or data that Customer provides during signup for the SkopeOne.io Service.

1.4 “Documentation” means the then-current online, electronic documentation and description of the contents of SkopeOne.io Service, if any, that is provided by SkopeOne.io to Customer describing the use of the SkopeOne.io Service. “Documentation” does not include any sales or marketing materials.

Article 2 Service and License

2.1 Delivery of the SkopeOne.io Service. SkopeOne.io will use commercially reasonable efforts to make the SkopeOne.io Service available to Customer in accordance with the Documentation.

2.2 License Grant. For the term of this Agreement, subject to the terms and conditions of this Agreement, including, without limitation, Article 3 (Customer Use Restrictions and Responsibilities), SkopeOne.io grants Customer a non-exclusive, non-transferable, non-assignable, revocable, non-sublicensable and limited license, for the specified period of time, to:

- (a) Use the features of the SkopeOne.io Service; and
- (b) Use for personal use only and not for any commercial purposes or application.

2.3 Upgrade to Commercial Tier. Customers desiring methane emissions data for any commercial use or application may seek other SkopeOne.io subscription tiers applicable to their needs.

2.4 License Only. The SkopeOne.io Service is licensed, not sold, to Customer. This Agreement does not transfer any right, title, or interest in or to any such SkopeOne.io Service.

Article 3 Customer Use Restrictions and Responsibilities

3.1 Restrictions. Customer will not, in whole or in part, (a) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble or make derivative works of the SkopeOne.io Service; (b) use, distribute or authorize the use of the SkopeOne.io Service in connection with, or use or allow the use of the SkopeOne.io Service to make, a service or other item that competes with or provides function similar to the SkopeOne.io Service; (c) copy, rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SkopeOne.io Service to third parties; (d) use the SkopeOne.io Service for any illegal, unauthorized or injurious purpose; (e) upload, post or otherwise publish any SkopeOne.io Service content or other materials onto to any public website, social media sites, or any publicly accessible information services without SkopeOne.io’s written authorization; (f) remove any copyright, trademark, patent or other proprietary notices from the SkopeOne.io Service or Documentation; or (g) disclose any results of any benchmarking results of the SkopeOne.io Service to any third party without SkopeOne.io’s written authorization.

3.2 Registration Information and Login Credentials. Customer shall provide accurate registration information (e.g., Customer name, valid email address, etc.) and shall update such information promptly upon any change. Customer will adopt and maintain security precautions for use of any login credentials (e.g., email addresses, passwords) in connection with the SkopeOne.io Service and access to SkopeOne.io systems to prevent disclosure and use by unauthorized persons. Customer is entirely responsible for maintaining the confidentiality of Customer’s login credentials and for any and all activities that occur in association with Customer’s account and use of the SkopeOne.io Service, whether or not authorized by Customer.

3.3 Customer Use of the SkopeOne.io Service. Customer, and not SkopeOne.io, is solely responsible for determining whether the SkopeOne.io Service and results of Customer’s use of the SkopeOne.io Service are appropriate for use and in compliance with law. Customer’s use of the SkopeOne.io Service and any such results is solely at Customer’s risk, regardless of whether the SkopeOne.io Service or any services or other items provided by SkopeOne.io have errors, vulnerabilities or other defects. Any validation, audits, other review or checking or other assistance SkopeOne.io may provide regarding the SkopeOne.io Service is without warranty, and Customer shall remain responsible for Customer’s use of the SkopeOne.io Service. Customer, and not

SkopeOne.io, is solely responsible for, and shall defend, indemnify and hold SkopeOne.io harmless from, any liabilities arising from Customer's use of the SkopeOne.io Service and claims therefrom any third parties including from warranties and covenants made by Customer regarding SkopeOne.io Service content.

3.4 No Derivative Rights. No derivative work products may be developed from SkopeOne.io Service or its contents. Derivative work may be permitted in other SkopeOne.io subscription tiers.

3.5 No Downloading Rights. Downloading SkopeOne.io Service contents in its entirety or partially via any means is strictly prohibited. This includes, but is not limited to, screenshots, screen share, photography, web html content, browser download features, or any other media or means.

3.6 No Distribution or Sharing Rights. Customer is strictly prohibited from distributing or sharing the SkopeOne.io Service or the underlying data or content in any form or fashion to any third party.

3.7 No Upload or Sharing for AI Use. Customer is strictly prohibited from uploading SkopeOne.io Service contents in their entirety or in parts to any AI tools, models, LLMs, or training data sets.

3.8 Attribution. Every use of SkopeOne.io Service and its content on any media shall contain attribution language stating the data source is SkopeOne.io Methane Essentials.

3.9 Privacy and Security. As between Customer and SkopeOne.io, Customer is solely responsible for (a) obtaining any authorizations, consents, releases and permissions that are necessary or desirable for Customer's use of the SkopeOne.io Service, and (b) ensuring that the foregoing is in compliance with applicable laws. Customer is responsible for having and maintaining its own privacy policy that complies with applicable law to the extent applicable to the SkopeOne.io Service.

Article 4 Proprietary Rights

4.1 SkopeOne.io Service Ownership. SkopeOne.io (and its licensors, as applicable) retains all right, title and interest in and to the SkopeOne.io Service including, without limitation, all technology and information (other than Customer Content) received by or developed by SkopeOne.io in connection with the offering or operation of the SkopeOne.io Service (including when developed in connection with any Customer access to the SkopeOne.io Service, collaboration with SkopeOne.io or otherwise). Except as expressly provided herein, SkopeOne.io and its licensors do not grant Customer any express or implied rights to the SkopeOne.io Service.

4.2 Customer Content. SkopeOne.io does not claim any ownership rights in any Customer Content. Customer hereby grants to SkopeOne.io a non-exclusive, worldwide, royalty-free, fully-paid-up, right and license to

anonymously associate the user email domain name to the commercial entity represented by the domain name. Commercial entity identity may be used in selected cases in marketing and promotional materials, including, but not limited to, websites, brochures, flyers, and event signage.

4.3 No Other Rights. All intellectual property rights of SkopeOne.io not expressly granted to Customer in this Agreement are expressly reserved by SkopeOne.io. Without limitation, Customer receives no right or license, by implication, estoppel or otherwise, to any software, technology or intellectual property rights not embodied in the SkopeOne.io Service, even if such other software, technology or intellectual property rights are useful or necessary in connection with the SkopeOne.io Service.

Article 5 Confidential Information

5.1 "Confidential Information" means: (a) tangible disclosures marked as "Confidential," "Proprietary," or that bear any other appropriate notice indicating the confidential nature of such information and (b) information disclosed orally or visually that is identified as "Confidential" by a disclosing Party at the time of disclosure. The non-public aspects of the SkopeOne.io Service, including its source code, underlying algorithms and associated technology, are SkopeOne.io Confidential Information regardless of whether marked and are hereby identified as confidential.

5.2 General. Customer receiving Confidential Information ("Receiving Party") agrees to retain in strict confidence, and use only for matters related to this Agreement, all Confidential Information disclosed by SkopeOne.io ("Disclosing Party").

5.3 Exclusions. The obligations regarding Confidential Information do not apply to information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) the Receiving Party can demonstrate to have had rightfully in its possession and without restriction prior to disclosure hereunder; (c) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information, as can be shown by the written records of the Receiving Party; (d) is lawfully obtained, without restriction, from a third party who has the right to make such disclosure; or (e) is released for publication by the Disclosing Party in writing.

5.4 Protection of Confidential Information. Customer agrees to protect the SkopeOne.io Confidential Information to the same extent they protect their own confidential information of a similar nature and will take reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information to third parties. The Receiving Party is responsible for compliance with and any breach of this Agreement by its contractors and must have, prior to providing Confidential Information of the Disclosing Party to any contractor, a written confidentiality agreement with the contractor protecting such Confidential Information from unauthorized disclosure or improper use.

5.5 Authorized Disclosures. Notwithstanding anything to the contrary in this Article 5 (Confidential Information), the Receiving Party may disclose Confidential Information of the Disclosing Party as required to be disclosed by applicable law.

Article 6 **No Warranty**

6.1 No Warranty. Every effort is made to ensure accuracy and validity of the data and content of SkopeOne.io Service as detailed therein. SkopeOne.io Service is otherwise offered as-is and no warranties or representations are made regarding the data and content. Methane measurements, quantification, and source attribution are determined at the time of monthly report publication. They are subject to revision upon further verification and validation.

6.2 Dependency on External Data. Certain aspects of SkopeOne.io Service contents rely on the use of public data, including energy production volume data attributed to monitored facilities. SkopeOne.io makes no representation of the accuracy of such public data, the apportioning methods, or the derived conclusions from such.

6.3 Customer Responsibility. Customer represents and warrants that (a) Customer has the authority to enter into this Agreement and (b) Customer's use of the SkopeOne.io Service will comply with all applicable law. Without limiting the foregoing, Customer is responsible for verifying and validating the suitability and reliability of the SkopeOne.io Service for all of Customer's use thereof.

Article 7 **Limitations of Liability**

7.1 IN NO EVENT WILL SKOPEONE.IO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SKOPEONE.IO SERVICE, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SKOPEONE.IO SERVICE, EVEN IF THE ALLEGEDLY LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 8 **Indemnification**

8.1 No SkopeOne.io Indemnity. Customer subscribes to SkopeOne.io Service at their own risk. No indemnities are offered either explicitly or implicitly.

8.2 Sole Remedy. The foregoing provisions of this Article 8 (Indemnification) set forth SkopeOne.io's sole and exclusive obligations, and Customer's sole and

exclusive remedies, with respect to infringement of intellectual property rights of any kind.

8.3 Customer Indemnity. Customer agrees to indemnify and hold SkopeOne.io and its directors, employees, agents, members and distributors harmless from any cost, liability or loss relating to Section 3.3 (Customer Use of the SkopeOne.io Service and Customer Content).

Article 9 **Modifications to the Agreement and Other Changes**

9.1 Modifications to the Agreement. SkopeOne.io may change this Agreement by posting a revised version of this Agreement on the skopeone.io website, providing Customer notice in accordance with Section 11.5 (Notices) or receiving Customer's online acceptance of a revised version provided via the skopeone.io website. The modified terms will be effective upon posting, notice or online acceptance. SkopeOne.io may introduce pricing as part of the modification of the Agreement. By continuing to use the SkopeOne.io Service after the date of modification, Customer agrees to be bound by the modified terms.

9.2 Other Changes. In the event SkopeOne.io makes any material changes or updates to its commitments regarding security, confidentiality or availability, SkopeOne.io will endeavor to provide the changes or updates on the SkopeOne.io website or by providing Customer notice in accordance with Section 11.5 (Notices).

Article 10 **Term and Termination**

10.1 Term of Agreement. The Agreement is a month-to-month agreement that automatically renews every month unless terminated under one of the provisions below.

10.2 Termination by SkopeOne.io. SkopeOne.io may terminate the Agreement at any time for no reason or any reason, including removal of Customer online account at skopeone.io.

10.3 Termination by Customer. Customer may terminate the Agreement at any time by canceling the subscription via the online SkopeOne.io Service account.

10.4 Right to Suspend the SkopeOne.io Service. SkopeOne.io reserves the right, but not the obligation, to immediately suspend Customer's ability to access and use the SkopeOne.io Service if SkopeOne.io has reason to believe that Customer's use of the SkopeOne.io Service is or is likely to become non-compliant with this Agreement or applicable law, or the subject of a lawsuit or material dispute.

10.5 Customer Content. Without further notice to Customer, SkopeOne.io may (but is not required to) destroy any Customer Content that still resides on SkopeOne.io's systems thirty (30) days after the termination or expiration of this Agreement.

10.6 Effect of Termination or Expiration. SkopeOne.io is not liable for any loss or damage caused by termination of access to the SkopeOne.io Service upon termination or expiration of this Agreement.

10.7 Survival. The following provisions will survive any termination or expiration of this Agreement: Article 1 (Definitions), Article 3 (Customer Use Restrictions and Responsibilities), Article 4 (Proprietary Rights), Article 5 (Confidential Information), Section 6.3 (Customer Responsibility), Section Article 1 (Warranty Disclaimer), Article 7 (Limitations of Liability), Article 8 (Indemnification), Article 10 (Term and Termination) and Article 11 (General).

Article 11 General

11.1 Assignment, Successors. No right or license under this Agreement may be assigned or transferred by either Party, except that SkopeOne.io may transfer or assign this Agreement to any affiliate, to any successor entity, or to an acquirer of all or substantially all of the business, stock or assets of SkopeOne.io relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and SkopeOne.io.

11.2 Publicity. SkopeOne.io may anonymously associate Customer email domain name to the commercial entity represented by the domain name. Commercial entity identity may be used in selected cases in marketing and promotional materials, including, but not limited to, websites, brochures, flyers, and event signages. The use of domain name for marketing and promotional activities will fully comply with GDPR, CCPA, and other laws as applicable.

11.3 Privacy Protection. Under no circumstance will the Customer identity or any Personally Identifiable Information (PII) of the Customer Content be used in any form or fashion for any purpose.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of California, USA and the laws of the United States applicable therein without reference to conflict of law or choice of law principles that would cause the application of laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this Agreement. Those who choose to access the SkopeOne.io Service from outside of the state of California do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

11.5 Notices. All notices required or permitted under this Agreement shall be in writing, addressed in each case to the address identified below.

To SkopeOne.io: To the customer support email address provided on SkopeOne.io's website.

To Customer: To the email address provided by Customer when signing up for the SkopeOne.io Service.