AEM ELEMENTS^{TM} 360 END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE, PLEASE DO NOT ACCESS OR USE THE SERVICE. IF YOU INSTALL ACCESS OR USE THE SERVICE, YOU WILL HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS.

 AEM Elements ™ 360 and its family of applications (each and collectively "Elements 360") are software services, designed to provide various weather related tools, including environmental data, situational awareness, and hazard alerting to end users in a variety of industries. Elements 360 is being brought to you by AEM. This End User Agreement is between AEM and the End User. AEM desires to provide the End User with, and the End User desires to acquire, a license to use and access Elements 360 all in accordance with this End User Agreement. The following provisions apply to all users. If the initial use of Elements 360 is on a trial basis, the Agreement will apply only for the trial period, unless the use is converted to full-time, at which time this Agreement will continue in force for the duration of the Term.

As a consequence, the Parties for valuable consideration agree as follows:

CORE END USER AGREEMENT TERMS

2. AEM grants a license to End User to use and access Elements 360 for the Term in accordance with this Agreement.
3. The End User shall have and comply with the following obligations associated with the Elements 360:
     a. Usage Obligations;
     b. Elements 360 Terms.
4. The End User shall be entitled to utilize the Support Services offered by AEM associated with Elements 360.
5. The Parties agree to the Allocation of Risk set out in the End User Agreement.
6. The Parties shall comply with all other terms of the End User Agreement including those terms set out in Schedule 1 to this End User Agreement and the Elements 360 Terms set out in Schedule 2 to this End User Agreement.
7. The End User and/or the individual accepting the End User Agreement (if the End User is a corporation):
     a. agrees this End User Agreement shall be signed or accepted electronically and such electronic signature or acceptance legally binds the End User;
     b. where the End User is a corporation, the individual electronically signing or accepting the End User Agreement confirms the individual is authorized by the End User to and legally binds the End User to this End User Agreement;
     c. agrees that this End User Agreement is legally binding on AEM without an authorized representative of AEM electronically signing or accepting this End User Agreement.

THE END USER OR THE END USER BY ITS AUTHORIZED REPRESENTATIVE ACCEPTS ALL TERMS AND CONDITIONS OF AND IS LEGALLY BOUND BY THIS END USER LICENSE AGREEMENT UPON CLICKING ON THE "ACCEPT" BUTTON BELOW.

<p align="center">SCHEDULE 1 TO THE END USER AGREEMENT</p>

DEFINITIONS

1. **"Allocation of Risk"** means the sections so named of Schedule 1.
2. **"AEM"** means Advanced Environmental Monitoring Intermediate, Inc., a corporation with its head office in Germantown, Maryland, United States of America, along with its operating subsidiaries.
3. **"Customer Support and Maintenance Services"** means the scope and level of support and maintenance services respecting Elements 360 to be provided by AEM to the End Users.
4. **"Confidential Information"** means all information of a confidential nature of or provided in association with Elements 360 and/or the End User Agreement that is marked confidential, expressed to be confidential or that by the nature of the circumstances surrounding the disclosure or acquisition of the information by the individual or entity receiving such information (the **"Recipient"**) ought in good faith be treated as confidential information including without limitation, information relating to the business plans of a Disclosing Party and the End User Agreement. Confidential Information shall not include such information:
   a. as now is, or hereafter becomes, generally available to the public in published literature through no fault or breach of any obligation of confidentiality of the Recipient;
   b. as can be proven by Recipient to have been in their possession prior to its acquisition by Recipient pursuant to this End User Agreement and is not subject to any obligation of non-disclosure to a third Party;
   c. as is disclosed to a Recipient by a third Party having the lawful right to make such disclosure and under no obligation of confidentiality to the Disclosing Party or its parent, subsidiary or affiliated corporations;
   d. as can be proven by Recipient to have been independently developed by a Recipient without any use of or reference to Confidential Information;
   e. as is required by Recipient to be disclosed by law, provided that the Recipient shall provide as much prior notice of disclosure to the Disclosing Party as is possible and shall lawfully cooperate with the Disclosing Party in any lawful attempts to prevent or limit such disclosure.
5. **"Content"** means any and all data, information and/or images generated by, collected by or displayed on Elements 360.
6. **"Effective Date"** means the date on which the customer receives the Username and Password.
7. **"Network Support"** means the support and maintenance services respecting Elements 360 provided by AEM to all Users.
8. **"Parties"** means AEM and the End User collectively.

9. **"Party"** means either AEM or End User as the context reasonably requires.
10. **"End User"** means the entity or individual executing this End User Agreement and receiving the sublicense to use Elements 360.
11. **"Support Services"** means all or any of Customer Support and Maintenance Services and Network Services.
12. **"Term"** means the period of this End User Agreement commencing on the Effective Date and continuing for 1 year and thereafter renewing automatically for successive 1 year periods, unless written notice is received at least thirty (30) days prior to renewal of an election not to renew.
13. **"Trademarks"** means the trademarks and the associated logos of Elements 360, and/or AEM.
14. **"Usage Obligations"** means the sections so named of Schedule 1.
15. **"End User Agreement"** means this master End User Agreement and includes all recitals, appendices and schedules to this End User Agreement.
16. **"Elements 360 Terms"** means the Schedule 2 to this End User Agreement.
17. The plural and/or singular of words and phrases defined in this End User Agreement shall be used where the context of the End User Agreement requires the use of the singular and/or plural.

GRANT OF LICENSE

18. AEM grant a license to End User to use and access Elements 360 for the Term in accordance with this End User Agreement.

USAGE OBLIGATIONS

19. End User agrees:
    a. to restrict access to Elements 360 to himself or if a corporation, to its directors, officers and employees (each a "User");
    b. to permit only a single User at a single computer to access Elements 360 at one time;
    c. to not retransmit or make Elements 360 available to any other entity or individual provided that the End User can directly display Elements 360 on the computer screen utilized by a User to other entities or individuals;
    d. to use any Content solely for internal End User purposes or for the purpose set out in subsection c. hereof and not for any other commercial purposes unless expressly agreed to in writing by both Elements 360 and AEM.

LEGALLY BINDING EFFECT OF END USER AGREEMENT

20. End User shall at the first instance, and at any subsequent instance, of accessing Elements 360, designate and authorize Users to electronically accept all terms and conditions of the End User Agreement for and on behalf of the End User.

21. End User agrees that the terms of the End User Agreement shall be binding on the End User and all Users during the Term irrespective of whether each User is required to electronically accept the terms of the End User Agreement.
22. Where any Elements 360 Terms cannot be read consistently with the other terms of this End User Agreement, the other terms of this End User Agreement shall take precedence and application.

SUPPORT SERVICES

23. End User shall be permitted to utilize and benefit from the provision of Support Services, however, AEM shall not be liable to End User under any circumstances for any actions or omissions associated with the provision of or the failure to provide any or adequate Support Services to End User; and
End User's sole remedy against AEM for any actions or omissions associated with the provision of or the failure to provide any or adequate Support Services to End User is to terminate this End User Agreement in accordance with the provisions of this End User Agreement.

TERM AND TERMINATION

24. The End User Agreement shall be in effect during the Term unless earlier terminated as outlined in this End User Agreement.
25. This End User Agreement may be terminated:
    1. by a Party upon the expiry of not less than 30 days written notice provided by such Party to the other Party of the occurrence of, and requirement to rectify, a material breach of this End User Agreement by such other Party, unless the breach is remedied and the non-breaching Party is notified of such remediation within such notice period;
    2. by a Party immediately upon written notice provided by such Party to the other Party in the event of such other Party's:
        1. bankruptcy or insolvency;
        2. assignment for the benefit of creditors;
        3. filing of a petition by or against such other Party under a bankruptcy law or a corporate reorganization law;
        4. ceasing to carry on business as a going concern in Canada; or
        5. entering into any liquidation or dissolution proceedings.
    3. by a Party upon the expiry of not less than 30 days written notice provided by such Party to the other Party.
26. Any termination or expiration of this End User Agreement shall not affect any outstanding obligations of the Parties to each other accruing under this End User Agreement prior to such termination, or prejudice any remedies that a Party may otherwise be entitled to exercise under or in relation to this End User Agreement.

INTELLECTUAL PROPERTY

27. AEM, relative to the End User, shall own all intellectual property rights associated with Elements 360, all Content and the Trademarks.

ALLOCATION OF RISK

28. ELEMENTS 360, THE CONTENT AND THE SUPPORT SERVICES ARE LICENSED, SUBLICENSED OR PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AEM MAKES NO WARRANTIES TO END USER, USERS OR THIRD PARTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE CONTENT OR THE INFORMATION CONTAINED THEREIN, OR AEM'S EFFORTS INCLUDING SUPPORT SERVICES WILL FULFILL ANY OF END USER'S PARTICULAR PURPOSES OR NEEDS. END USER ACKNOWLEDGES THATAEM IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE CONTENT NOR SHALL BE LIABLE FOR ANY LOSSES RESULTING FROM END USER'S, USER'S OR THIRD PARTIES' RELIANCE ON ANY SUCH INFORMATION OR DATA.

29. Notwithstanding anything in this End User Agreement, the Parties disclaim and waive any claim against each other and End User disclaims and waives any claim against AEM for loss of profit, loss of revenue, loss of use of any goods including Elements 360 or otherwise, loss of capital, cost of substituted facilities, down time costs, special, incidental, indirect, consequential, punitive or exemplary damages or penalties of any kind, howsoever calculated or classified, arising in each case in relation to Elements 360 or this End User Agreement other than arising out of the willful misconduct of a Party.

SURVIVAL OF CLAUSES

30. All sections of this End User Agreement that are intended by their context to survive the termination of this End User shall continue in full force and effect following termination of this End User Agreement.

NOTICES

31. Except as provided in this End User Agreement, notices under this End User Agreement shall be given in writing and delivered:
    1. if to End User, via email at the End User's principal corporate email address recorded with AEM.
    2. if to AEM, via delivery, registered mail, fax or email at:

       12410 Milestone Center Drive
       Germantown, MD 20876
       Attention: General Counsel
       Fax: 301-250-4545
       Email: daniel.oconnell@aem.eco

or to such other address as may be designated by a Party from time to time.

32. Notices shall be deemed to have been given:
    1. on the date on which the notice has been delivered by hand or sent by fax or email with receipt of confirmation of delivery;
    2. or on the date 7 days after a notice sent by registered mail.
33. The Parties shall agree upon the persons and places to whom and which routine correspondence, invoices, delivery, notifications, and similar communications should be addressed with a view to facilitating mutual and expeditious performance by the Parties under this End User Agreement and in particular all inquiries and notices respecting Service Support by End User shall be first provided as follows:
    1. to AEM, at:

       12410 Milestone Center Drive
       Germantown, MD 20876
       Attention: Customer Care
       Fax: 301.528.3321
       Email: support@aem.eco

    or to such other address as may be designated by a Party from time to time.

GENERAL PROVISIONS

34. This End User Agreement shall be governed by laws of Maryland USA. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of Maryland for determinations of matters respecting this End User Agreement.
35. The terms and conditions of this End User Agreement constitute the entire End User Agreement between the Parties with respect to the subject matters contained in the End User Agreement and supersede all previous communications and agreements, either oral or written, between the Parties in relation to such subject matters.
36. No modification of this End User Agreement or waiver of the terms or conditions thereof shall be binding upon either Party unless approved in writing by an authorized representative of such Party.
37. No presumption shall operate in favor of or against any Party as a result of any responsibility that any Party may have had for drafting this End User Agreement. Should there be a discrepancy between the terms and conditions contained in any schedules to this End User Agreement and those in the main body of this End User Agreement, the terms and conditions in the main body of this End User Agreement shall prevail.
38. In the event that any provision or part of a provision of this End User Agreement is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions or parts of such provisions shall be and remain in full force and effect and shall be construed as if the unlawful, void, invalid or unenforceable provision had been deleted from this End User Agreement.
39. Neither Party shall assign this End User Agreement, in whole or in part, without the prior written consent of the other Party provided that either Party shall have the right to

assign all or part of its rights and obligations under this End User Agreement to a successor of such Party or an acquirer of all or substantially all the business of such Party.

40. Nothing in this End User Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent among the Parties.

SCHEDULE 2 TO THE END USER AGREEMENT

ELEMENTS 360 Terms

1. **SERVICES**
   1. Beginning on the Effective Date and subject to the terms and conditions of the Elements 360 Terms, AEM shall provide the End User (also a "Subscriber") the services delivered through the Elements 360 software (the "Services"). AEM shall have sole and absolute discretion in designating personnel for providing the Services, and AEM may outsource or otherwise subcontract with third parties (each a "Service Provider") for the provision of any of the Services. Unless otherwise designated, AEM and the Service Providers will be referred to herein collectively as "AEM" for the purposes of the Elements 360 Terms.
   2. **Data Rights.** AEM retains all rights to data and/or video images (hereinafter "data") furnished through the Services. AEM grants Subscriber a royalty free, limited license for use of such data, in connection with Subscriber's business, but for no other commercial purpose. AEM has exclusive rights for resale or to otherwise use the data. Subscriber may not provide access to third parties without the express written consent of AEM. Requests for access must be in writing to AEM.
2. **SUBSCRIBER OBLIGATIONS**
   1. **Unlawful or Prohibited Conduct.** Subscriber agrees and warrants that it shall only use the Services pursuant to the terms hereof and shall not knowingly use the Services in connection with any unlawful or prohibited activity. Any such unlawful or prohibited use of the Services shall entitle AEM to suspend and/or terminate the Elements 360 Terms pursuant to the terms of the End User Agreement.
   2. **Proprietary Rights.** Subscriber acknowledges that the Service and any related software or technology is owned by AEM, its licensors or Service Providers. Subscriber shall not modify, reverse engineer, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer, or sell any part of the Services. Subscriber agrees not to display or use AEM trademarks, services marks, logos, or other intellectual property of AEM without the prior written permission of AEM.
   3. **Security and Privacy.** To prevent unauthorized access, maintain data accuracy, and safeguard the use of information, AEM has put in place reasonable physical and electronic procedures to protect the information AEM maintains in order to support the Services. Subscriber acknowledges that the portion of the locations (of AEM or its Service Providers) through which content shall pass and the

servers on which content shall be stored may not be segregated or in a separate physical location from servers on which AEM' (or its Service Providers') other customer content is or shall be transmitted or stored. AEM' data framework fully conforms to the European Union "Safe Harbor" guidelines.

4. **Export Restrictions.** Except as otherwise prohibited by law, AEM shall provide the Services to persons in nations that are members of the World Trade Organization. If Subscriber desires to have the Services provided to persons in any other country, Subscriber shall identify such country, and AEM shall determine whether or not it shall provide the Services. Subscriber acknowledges that national and international export control laws regulate the export and re-export of technology, including the electronic transmission of information to foreign countries and to certain foreign nationals. Subscriber agrees to abide by these laws and their regulations, including but not limited to the U.S. Export Administration Act, and not to use the Services in a method that violates such laws. AEM may refuse to provide the Services if AEM determines, in its sole discretion, that the provision of the Services shall violate any laws.

3. **AEM PRACTICES**
   1. **Change in Services.** Subscriber acknowledges that AEM is a fully hosted application services provider, and as such, regularly upgrades and modifies the Services. AEM shall notify Subscriber of any change that materially reduces the overall quality, usability and functionality of the Services.
   2. **Excluded Services.** AEM shall have no obligation to provide any technology or services not specific to the Services and not specifically set forth herein.
   3. **Scheduled and Urgent Maintenance.** AEM reserves the right to perform regularly scheduled or urgent maintenance and upgrades in order to maintain and upgrade AEM' infrastructure. AEM shall provide reasonable advance notice to Subscriber of both regularly scheduled and urgent maintenance work.
   4. **Designation of Personnel.** AEM shall have sole and absolute discretion in designating personnel for providing the Services, provided that such personnel have and shall maintain the requisite experience, qualifications, knowledge, competency and skill set necessary to perform the Services. AEM may, in its sole and absolute discretion, outsource or otherwise subcontract with third parties for the provision of any of the Services.

You must accept the Terms and Conditions to be allowed access to Elements 360. If you need assistance, please contact support@aem.eco

Last updates: October 1, 2023