

Terms & Conditions

Introduction

This document defines Scave.world's general terms and conditions (hereinafter referred to as the "Terms") for a Customer entering into an Agreement. The Terms consist of:

Chapter 1: Scope and order of precedence.

Chapter 2: General provisions that apply to all Carbon Credits, Products, Software, and/or Services.

Chapter 3: Special provisions that apply to Carbon Credits.

Chapter 4: Special provisions that apply to Products.

Chapter 5: Special provisions that apply to Software.

Chapter 6: Special provisions that apply to all Services.

Chapter 1: Scope and Order of Precedence

1.1 Definitions

In the Terms, unless otherwise explicitly provided or unless the context requires otherwise, the following capitalized definitions shall have the following meaning:

- “Agreement”: refers to the agreement executed between Scave.world and the Customer, in which the rights and obligations concerning the Carbon Credits, Products, Software, and/or Services are stated, as referred to in a Purchase Order, the Service Level Agreement (if applicable), License Agreement (if applicable), Framework Agreement (if applicable) and the Terms.
- “Cancellation”: any Termination which under the applicable law leads, to the extent permitted, desired, and communicated, to the end of the obligation of the parties, without prejudice to the obligations accrued prior to the date of such Termination.
- “Carbon Remover”: any system that stores carbon using nature-based methods certified by a third-party certifier.
- “Certificate”: ONCRA’s means of reserving and allocating CRCs to a Customer. A Customer purchases a non-transferable Certificate which reserves and allocates a certain quantity of a specific Carbon Remover’s CRCs. This purchase permits the entity to claim emission compensation of the stated amount of carbon stored, as well as voluntary investment into carbon storage for the sake of emission reduction.
- “Consultant”: the person appointed by Scave.world to provide Services to the Customer as described in the Agreement.
- “CRC” or “Carbon Credit”: Carbon Removal Credit, the equivalent of 1 metric ton of oceanic or atmospheric carbon stored long-term using nature-based methods.
- “Customer”: refers to the party that has entered into an Agreement with Scave.world.
- “Customer Content”: refers to any kind of data (including personal data) corresponding to the Customer which has been stored or created in, as well as uploaded to, the Software.
- “Customer-Specific Software”: refers to non-standard software developed by Scave.world for and on behalf of the Customer.
- “End-User”: refers to any user type of Customer.
- “Fee(s)”: refers to the applicable charges agreed with the Customer, including applicable taxes and other charges arising from the applicable Agreement.
- “Force Majeure”: refers to a cause or circumstance beyond the control of the parties, such as war, warlike hostilities, governmental measures as result of a pandemic or terrorist attack, mobilization or general military call-up, fire, floods, strikes, delay in delivery by Scave.world’s suppliers or other circumstances of similar importance that prevent fulfillment of the obligations in the Agreement.

- “Intellectual Property Rights”: refers to any patents, utility models, rights to inventions, copyright, neighboring and related rights, moral rights, trademarks, trade names, service marks, domain names, goodwill, the rights to sue for unfair competition, design rights, database rights, confidential information (including know-how, trade secrets, and the rights to use and protect confidential information), and all other intellectual property rights. Such intellectual property rights, registered or otherwise, include all applications, registrations pursuant to such applications, rights to apply for and be granted renewals or extensions of aforementioned intellectual property rights, rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.
- “License”: refers to the non-exclusive right to use Software or other Intellectual Property Rights.
- “Maintenance and Support”: refers to all activities performed by Scave.world to ensure the availability of the Carbon Credits, Services, and Software.
- “ONCRA”: refers to Open Nature Carbon Removal Accounting as a foundation that provides certification of nature-based carbon removal methods. ONCRA is Scave.world’s preferred certifying agency.
- “Products”: Any physical products Scave.world produces, buys, and/or sells.
- “Purchase Order (PO)”: Scave.world’s confirmation of an order signed or to be signed by the Customer specifying the scope of the Carbon Credits, Products, Software, and/or Services on which the Terms are applicable.
- “Regenerative Agroforestry”: Agroforestry is any combination of trees and crops on the same land. Regenerative refers to stimulation of soil health, therefore biodiversity and carbon storage. This generally excludes the use of artificial fertilizers and pesticides.
- “Rescission/Rescind”: any Termination which under the applicable law creates the obligation for the parties to undo, to the extent permitted, desired, and communicated, any performance rendered prior to the date of such Termination.
- “SaaS” or “Software-as-a-Service”: refers to all services of Scave.world relating to managed services and cloud services whether on a single- or multi-tenant basis as described in the Service Level Agreement.
- “Scave.world”: Scave.world B.V. established in the Netherlands under the Chamber of Commerce (KvK) number 85022810
- “Service Level Agreement (SLA)”: refers to the service level agreement that applies to the Services as provided in the Agreement.
- “Services”: refers to activities of Consultants provided by Scave.world, including, but not limited to advisory-, Software implementation- and Software development services, as described in the Purchase Order.
- “Software”: refers to the collective name used in the Terms for Standard Software and Customer-Specific Software.
- “Standard Software”: refers to software, proprietary or otherwise, of Scave.world. Such software is generally commercially available (off-the-shelf) and may include software non-exclusively Licensed through Software-as-a-Service arrangements.

- “Subscription”: recurring purchase allowing the Customer to receive the product or use the Software during the Subscription term. The Customer pays a fixed recurring Fee, or a variable Fee based upon usage.
- “Terms”: are the terms and conditions provided in this document for the use of Carbon Credits, Products, Software, and/or Services.
- “Termination/Terminate”: any manner through which an Agreement is brought to end and/or expires, including Cancellation and Rescission.
- “Third-Party Components”: refers to third-party software components such as data and/or software available within the Software and/or Services.
- “Updates”: means new Software versions that can contain; fixing of program errors (bugs), and/or performance and/or functional improvements through additional functions, modifications and/or adaptations.

1.2 The expressions written with a capital or capitalized expressions are defined in article 1.1 Definitions.

1.3 The Terms apply to all offers and Agreements whereby Scave.world provides Carbon Credits, Products, Software, and/or Services of any nature and under any name whatsoever to the Customer.

1.4 All offers and other communications by Scave.world do not imply obligation, unless otherwise specified in writing by Scave.world. The Customer guarantees the correctness and completeness of all information provided to Scave.world and on which Scave.world based its offer.

1.5 Any deviating general terms and conditions or other conditions of the Customer are explicitly rejected.

1.6 The Customer shall receive a Purchase Order that sets out, among other provisions, the description, scope, and duration of, as well as the Fees for, the Carbon Credits, Products, Software, and/or Services that are to be delivered to the Customer.

1.7 If there are any inconsistencies between the documents that constitute the Agreement, the following order of precedence shall apply; the top document prevailing over the document(s) below it:

- a. Purchase Order
- b. Service Level Agreement (if applicable)
- c. License Agreement (if applicable)
- d. Framework Agreement (if applicable)
- e. Terms

Chapter 2: General Provisions

2.1 Fees and Payment Conditions

2.1.1 The Customer cannot derive any expectations or rights from a cost estimate issued by Scave.world unless parties have agreed otherwise in writing. Any budget made known by the Customer shall only count as a fixed Fee if parties expressly agreed upon a budget in writing.

2.1.2 The Customer agrees that Scave.world shall invoice the applicable Fees according to the payment conditions and the method of payment, including the applicable taxes and other charges arising from the use of the Software and/or Services in accordance with the Agreement. In absence of an agreed upon payment schedule, all invoices must be paid by the Customer within thirty (30) days of the date of the invoice.

2.1.3 The applicable Fees for Services will be provided on a time and materials basis unless otherwise agreed upon in the Agreement.

2.1.4 If the client requests, via a prior Agreement or otherwise, additional work and/or Services outside the scope of the Services stated in the Agreement, these Services will be paid for by the Customer at Scave.world's applicable rates. Such additional work may also include, but is not limited to, a change or extension of access to the Software and/or Services.

2.1.5 Scave.world is authorized to adjust the (recurring payable) Fees monthly, as of the first of every month. The Customer expressly declares to agree to the adjustment if this (at maximum) keeps pace with the EU Carbon Market Price (ETS) for CRCs or a statistical Consumer Price Index Figure (CPI) for other Carbon Credits, Products, Software, and/or Services of the country which law is applicable. An adjustment exceeding these indexes will be announced by e-mail and/or otherwise, for example via the customer portal. In such a case where the adjustment exceeds these indexes, the Customer can Terminate the relevant Agreement or Agreements by means of a written notification within one (1) month after the announcement of the adjustment of the Fees. If the Customer does not respond to an announced adjustment within the period referred to of one (1) month, the Customer is deemed to have accepted Scave.world's new Fees.

2.1.6 Scave.world is entitled to adjust non-recurring Fees. Scave.world shall inform the Customer in writing prior to any Fee adjustment, considering a reasonable notification period.

2.1.7 To dispute any Fees or invoice, the Customer needs to provide Scave.world with a notice thereof, including reasons explaining the dispute (using any exhibits or evidence) within thirty (30) days after the date of the invoice. Failure to meet this deadline will result in the incontestability of the invoice. The Customer should pay any undisputed portion of an invoice under all circumstances; the Customer may not suspend or setoff payment.

2.1.8 Should the Customer fail to complete a timely payment of all undisputed Fees in accordance with the aforementioned articles, Scave.world has the right to suspend or Terminate the Customer's access to the Software and/or Services. Any undisputed and overdue amount is subject to a monthly interest of one percent (1%) in addition to the average practiced business interest rate of the country in which the law is applicable, alongside collection costs such as attorney fees, court fees, etc.

2.1.9 The Customer agrees to pay all Fees as agreed and specified by Scave.world, including charges for use beyond the agreed upon scope, and customs or other duty, tax, levy, or fee imposed by any authorities and any overdue payment fees. The Customer is not entitled to suspend or delay any payment of due Fees.

2.1.10 During the term of the Agreement (and not more than twice per year), Scave.world may audit the Customer's records that relate to the use of Software and/or Services to ensure compliance with the

Agreement giving at least ten (10) business days' notice. Nevertheless, Scave.world reserves the right to conduct an audit at any time in the event of:

- a. audits required by governmental or regulatory authorities;
- b. investigations of claims of misappropriation, fraud, or business irregularities; or
- c. if Scave.world reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Scave.world's business.

2.1.11 The Customer shall provide Scave.world with additional invoice/contract/reference number(s) to process invoice(s) within its own organization when and if applicable. An invalid invoice/reference number will never constitute grounds for the Customer to withhold or suspend payment.

2.1.12 If the Customer consists of several natural persons and/or legal entities, any of these (legal) entities are jointly and severally responsible and liable for the Agreement.

2.2 Term and Termination

2.2.1 The Agreement commences on the date specified in the Purchase Order and shall continue in full force and effect for the duration stated in the Agreement authorizing the Customer's use of the Software and/or Services (or where no duration is stated, until Terminated in accordance with this Agreement), unless Terminated earlier as set forth herein.

2.2.2 In the case that the Agreement indicates an initial term ("Initial Term") or renewal term ("Renewal Term"), the Agreement will automatically be renewed for a subsequent similar term for a minimum of one (1) year (Renewal Term). Either party may Terminate the Agreement by Cancellation at the end of such Initial Term or a Renewal Term by providing a written notice of Termination to the other party at least ninety (90) days prior to the end of the Initial Term or Renewal Term. Burden of proof will lie with the Terminating party.

2.2.3 Either party may Terminate and Rescind the Agreement for a material breach of contract:

- a. if the other party's material breach, despite being remediable, remains unremedied for thirty (30) days after receipt of a written notice of such breach; or
- b. immediately, if the other party becomes a subject of bankruptcy proceedings or any other proceeding related to insolvency, receivership and/or liquidation.

2.2.4 Upon Termination of the Agreement, for whatever cause:

- a. The Customer shall cease to use the Software and/or the Services.
- b. Scave.world shall cease to make the Product, Software and/or the Services available to the Customer. All Customer data in Scave.world's control will be stored for a maximum period of two (2) months after such Termination and will grant the Customer, for a reasonable time and number of users while subject to a reasonable Fee, access to the Software and/or the Services for the sole purpose of retrieving the Customer's data.

c. The Customer shall, within fifteen (15) days of such Termination, insofar reasonably possible, permanently delete all Software, Third-Party Components and documentation, and copies of them, from the systems on which they are installed, filed, or kept.

d. The Customer shall, within thirty (30) days of such Termination, through a director or other officer of similar position, certify to Scave.world in writing that it has fully complied with its obligations under this article 2.2.4.

e. The Customer shall immediately pay to Scave.world all Scave.world's outstanding unpaid invoices and interest. For Services that have been supplied but for which no invoice has been submitted, Scave.world may submit an invoice, which shall be payable immediately upon receipt.

2.2.5 After the initial term of the Agreement, as defined in the Purchase Order, Scave.world may Terminate any Service, SLA or use of its Customer-Specific Software and Customer-Specific adjustments, add-ons, and interfaces on/to Standard Software if such Software or Service has reached, in the sole opinion of Scave.world, an end-of-life stage.

2.2.6 Where required by the Customer, at the end of the Agreement, Scave.world can provide transitional services on conditions agreed between the parties in the Agreement upon a time and material basis.

2.2.7 Any Termination of the Agreement is without prejudice to any other rights or remedies a party may be entitled to under the Agreement or by law. It shall not affect any accrued rights or liabilities of any party nor any provision which is explicitly or implicitly intended to come into force upon, or to continue in force after, Termination.

2.2.7 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of Termination or expiration, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of Termination or expiration.

2.2.8 The following articles of the Agreement will survive any (early) Termination of the Agreement: 2.3, 2.8-2.11.

2.2.9 The Customer is never entitled to a (prorated) refund of prepaid Fees relating to the Software and/or Services, irrespective of the cause of Termination.

2.2.10 The Terms can be renewed or amended by Scave.world from time to time, with reasonable notice to the Customer. Such renewed/amended Terms shall automatically apply to the Agreement, when not rejected by written notice of the Customer within one (1) month after receiving notice or being informed of the renewed/amended Terms.

2.3 Intellectual Property Rights

2.3.1 Scave.world is and shall remain the sole owner of all Intellectual Property Rights relating to any form of Carbon Credits, Products, Software, and/or Services provided (including, but not limited to, Updates, documentation, etc.) and relating to the knowledge developed during and/or in connection with such Carbon Credits, Products, Software, and/or Services. No ownership of any Intellectual Property Rights relating to the Services and/or the Software is assigned or transferred to the Customer, including modifications to the Software or any other information or material provided by Scave.world. All such Intellectual Property Rights

are protected by provisions of international treaties and applicable laws. The structure, organization, and code of the Software are valuable trade secrets and confidential information owned by Scave.world, its licensors, and affiliates.

2.3.2 The Customer is not permitted to remove or change any indication concerning the confidential nature or corresponding copyrights, marks, trade names or other Intellectual Property Rights.

2.3.3 Scave.world guarantees that the Carbon Credits, Products, Software, and/or Services, to the best of its knowledge, do not infringe on any third party's Intellectual Property Rights.

2.3.4 If Scave.world is willing to commit to transferring an Intellectual Property Right, such commitment will only be entered into in writing and explicitly. In this case, specifically regarding Customer-developed-Software or other works or materials, this will not affect the right or possibility of Scave.world to use the underlying development, algorithms, documentation, works, protocols, and standards without any limit for other purposes, either for itself or for third parties.

2.3.5 Unless explicitly granted in the Terms, no other rights, Licenses, releases, covenants not to sue, or any other right or immunity, be it express or implied by estoppels or otherwise, are granted by Scave.world to the Customer. Although other parts of the terms might imply otherwise, no rights, or Licenses, whether express or implied, are granted by Scave.world to the Customer to any technologies that may be necessary for the use of the Software and/or Services.

2.4 Customer Obligations

2.4.1 The Customer shall inform Scave.world of any substantial changes to Scave.world's designated contact person(s) or to their use of the Carbon Credits, Products, Software, and/or Services. The Customer will inform Scave.world in a timely way, such that an impact analysis can be executed by Scave.world.

2.5 Representations and Warranties

2.5.1 The Customer and Scave.world represent and warrant to the other that:

- a. Both parties have all required power and authority to execute the Terms and to perform their obligations hereunder.
- b. The execution and delivery of the Terms will not conflict with or violate any other agreement of either party.
- c. Both parties are not identified on any governmental export exclusion or denied party lists.

2.5.2 Further representations and warranties:

- a. Both parties will comply with all applicable laws, the Terms, any documentation, technical guidelines, and other requirements constituting the Agreement.
- b. Both parties will implement and comply with appropriate data protection and security measures in connection with the Carbon Credits, Products, Software, and/or Services.
- c. Both parties will not violate, misappropriate, or infringe upon any Intellectual Property Rights, rights of privacy, or rights of personality or any other right of any third party.

d. Customer Content will not contain or distribute any viruses, spam, files, code malware or any other malicious software programs, technology or data that may harm or disrupt the operation of the Software and/or Services.

e. Both parties will exercise all legally required care and diligence in connection with the design, manufacture, workmanship, testing, distribution and operation of the Carbon Credits, Products, Software, and/or Services.

f. Scave.world represents that to the best of its knowledge, the Software is free from software viruses, worms, trojan horses or other agents intended to do harm. Scave.world shall not be in breach of this warranty if the Customer or any third party introduces any such malicious code or data into the Software and/or Services or facilitates access to the Software and/or Services (either willingly or unwillingly collaborating or enabling such introduction).

g. Both parties will consult each other when confronted with a warrant of any (foreign) public authority to disclose proprietary information of the other party. Prior to disclosure of any information, both parties will give reasonable effort to enable such party to take over the matter, except when such warrant would be subject to confidentiality.

2.6 Exclusion of Warranties

2.6.1 The Customer expressly understands and agrees that the use of the Carbon Credits, Products, Software, and/or Services is at the Customer's sole risk. Scave.world, its affiliates, suppliers and their licensors specifically disclaim, to the maximum extent not prohibited by applicable law, any representations or warranties, express, implied, statutory, or otherwise regarding the Carbon Credits, Products, Software, and/or Services. This disclaimer includes any implied warranty of: merchantability, fitness for a particular purpose (outside of scope), non-infringement, title or any implied warranties arising from course of dealing or performance.

2.7 Limitation of Liability

2.7.1 To the maximum extent not prohibited by applicable law, in no event shall Scave.world, its affiliates, their employees, directors or licensors, be liable for any indirect or consequential losses or damages regardless of the cause. Regardless of whether arising under contract, tort, negligence, or other theory of liability arising out of or related to (i) the Agreement, or (ii) the use of or inability to use the Carbon Credits, Products, Software, Services, the results, or the Third-Party Components, the foregoing unaccountability holds, even if Scave.world is advised of the possibility of such losses or damages. Notwithstanding any of the foregoing, the liability of Scave.world, its affiliates, their employees, directors, Scave.world's and licensor's, shall be limited to the total Fees payable to Scave.world during twelve (12) months before the event causing the liability or a corresponding amount as if the Agreement had been in force if the Agreement has not been in force for twelve (12) months.

2.7.2 The parties shall be relieved from liability for a failure to perform any obligation under the Agreement to the extent that the performance thereof by either of the parties is prevented by Force Majeure.

2.7.3 The party desiring to invoke an event of Force Majeure shall give immediate notice to the other party of the commencement and the cessation of an event of Force Majeure. In the event of Force Majeure, the time allowed for performance by Scave.world will be extended for a period equal to the duration of the delay caused thereby.

2.8 Indemnity

2.8.1 The Customer agrees to protect, defend, indemnify, and hold harmless Scave.world and its affiliates, contractors, suppliers, and licensors from any (third-party) claims, demands, suits, liabilities, assessments, losses, costs, and damages resulting from or arising out of:

- a. the Customer's breach of the Agreement;
- b. any use of the Carbon Credits, Products, Software, and/or Services, the Third-Party Components or any information or results derived therefrom by the Customer or any third party; and/or
- c. the Customer's infringement or violation of any Intellectual Property Rights or other rights of a third party. The Customer's obligations hereunder shall include Scave.world's cost of defense (i.e. legal fees and costs), as well as the payment of any final judgment rendered against Scave.world. This section shall survive any expiration or Termination of this Agreement.

2.8.2 The Customer fully cooperates as reasonably requested in the defense of any claim. Scave.world reserves the right to assume the defense and control of any claim that is subject to the above indemnification.

2.9 Confidentiality

2.9.1 Confidential information includes all materials and information concerning the business of one of the parties (either the Customer or Scave.world) received by the other party, including product and pricing offers, products, designs, business plans, business opportunities, finances, research, development, knowledge, personnel, third-party confidential information, and trade secrets. Confidential information does not include:

- a. information that the party who owns the information makes generally available to the public;
- b. information that either party can demonstrate it had rightfully in its possession prior to disclosure by the other party;
- c. information that is independently developed by one party without the use of any confidential information of the other party; or
- d. information that one party rightfully obtains from a third party who has been given the right by the other party to disclose it without confidentiality obligation.

2.9.2 Each party receiving confidential information from the other party may disclose such confidential information to the receiving party's affiliates and their contractors if those in receipt of such confidential information have a need to know such confidential information and are bound by confidentiality obligations at least as restrictive as those herein.

2.9.3 The Customer and Scave.world both shall keep confidential and not disclose, publish, or disseminate any confidential information of the other party to any other third party without prior written consent.

2.10 (Delivery) Terms

2.10.1 Scave.world makes every reasonable effort to observe as much as possible the (delivery) terms and/or (delivery) dates specified by or agreed between the parties. Interim (delivery) dates stated by Scave.world always apply as target dates and are not binding for Scave.world.

2.10.2 If parties have agreed that the delivery of Carbon Credits, Products, Software, and/or Services will take place in phases, Scave.world is entitled to postpone the delivery of Carbon Credits, Products, Software, and/or Services until the Customer has approved the results of the preceding phase in writing.

2.11 Governing Law and Jurisdiction

2.11.1 All offers, legal relations, and Agreements between Scave.world and the Customer as well as the Terms shall be governed and construed in accordance with the laws of the country Scave.world is established in, as defined below. All disputes arising between Scave.world and the Customer in or out of connection to the Agreement will be submitted to the exclusive jurisdiction of the courts as defined below, both in first instance as well as for expedited enforcement or measures. If the court of law having jurisdiction rules that any provision of the Terms is invalid, then that provision will be removed from the Terms and the remaining terms and conditions will continue to be valid in full force and effect.

Scave.world B.V. Dutch law is applicable. Disputes are governed by the Dutch competent courts.

Chapter 3: Special Provisions Carbon Credits

Chapter 3 applies to all Agreements whereby Scave.world makes Carbon Credits available to the Customer.

3.1 Carbon Credits

3.1.1 Scave.world enables social entrepreneurs and private projects who develop and implement Regenerative Agroforestry systems (Carbon Removers). Such Carbon Removers remove and store carbon from the atmosphere. Scave.world acts through their representatives and Customers (e.g., individuals, companies, governments) to meet and agree on the sale of Carbon Removal Credits (CRCs) via Certificates..

3.1.2 Scave.world's role and responsibility under these Terms and Conditions is limited to facilitating Carbon Removers to offer CRCs and to provide potential Customers with the opportunity to use CRCs and support Carbon Removers via Certificates.

3.1.3 Carbon Removers must not offer CRCs or Certificates that are already offered or sold to other buyers in any way.

3.1.4 Carbon Removers enter a legally binding contract with the Customer when said Customer confirms the contract through their payment for the Certificate. Carbon Removers have the obligation to deliver the Certificate that the Customer has confirmed and paid for once the Carbon Remover receives confirmation of such payment and, if relevant, ONCRA is paid for its services regarding the Certificates and CRCs.

3.1.5 Carbon Removers under the terms of ONCRA have the obligation to store the calculated carbon removal on their specified land and provide soil samples every three (3) years to confirm the progress of the storage. Failure to do so results in CRCs from other projects being automatically reserved for a Customer of a non-performing project.

3.2 Customer Obligations

3.2.1 The Customer shall do its utmost to reduce the negative effects of their business practices, specifically in reference to carbon emissions. The Customer commits to avoiding emissions where possible. In regard to

emissions with an estimated lifetime investment cost of reduction less than two (2) times the cost of each CRC from Scave.world, the Customer should invest to reduce them instead of compensating them.

3.2.2 The Customer is responsible for reading the full item listing on the oncra.org website before making a commitment to pay by confirming an order. The Carbon Remover may add any applicable taxes to the listing price. Any such taxes are to be borne either by the Customer or the Carbon Remover in accordance with the applicable tax regime.

3.2.3 The Customer enters a legally binding contract with the Carbon Remover regarding the purchase of Certificates when the purchase is confirmed. The Customer has an obligation to pay the Carbon Remover for the Certificate corresponding to the CRCs that the Customer has selected and confirmed.

3.2.4 The Customer purchases the Certificate for which CRCs have been selected and confirmed. At the time of writing, ONCRA's CRCs are explicitly not the legal property of the Customer and therefore not tradeable. The Carbon Remover therefore has no right to transfer legal ownership of the Certificate's corresponding CRCs that have been selected and confirmed. The Carbon Remover is obliged to store the carbon linked to the CRCs and is obliged to retire the CRCs, ensuring their sale will not occur more than once.

3.3 Scave.world as Carbon Remover

3.3.1 In case Scave.world or any of its subsidiaries is the Carbon Remover, like with other Carbon Removers all terms in article 3.1 apply to Scave.world.

Chapter 4: Special Provisions Products

Chapter 4 applies to all Agreements whereby Scave.world provides Products to the Customer.

4.1 Products

4.1.1 Scave.world will do its utmost to ensure an increase in biodiversity on all plots it is responsible for, both below and above ground. Nevertheless, Scave.world is not liable for any reduction in biodiversity.

4.1.2 Scave.world will provide products from its Regenerative Agroforestry plots that have not been directly fertilized with chemical fertilizers or been sprayed with chemical pesticides, herbicides, or fungicides. Nevertheless, Scave.world cannot guarantee that traces thereof will not be in our Products.

4.1.3 Scave.world has the right to change the price associated with Products after the expiry of the Purchase Order. This excludes products that are subject to fluctuations on financial markets.

4.1.4 Scave.world does not have the obligation to have the same product available for purchase throughout the years or even months.

4.1.5 Scave.world will do its utmost to comply with quality, health, and safety standards for each of its Products. Nevertheless, Scave.world cannot guarantee that all Products will always comply.

4.1.6 Scave.world reserves the right to recall any of its Products at any time for any reason.

4.1.7 Recall costs within reason will be covered by Scave.world.

Chapter 5: Special Provisions Software

Chapter 5 applies to all Agreements whereby Scave.world provides Software to the Customer.

5.1 Software

5.1.1 Scave.world grants the Customer a non-exclusive right and a non-exclusive License as specified in the applicable Purchase Order to use the Software. The right of use may not be transferred by the Customer or sold in any other way to third parties.

5.1.2 The Customer only obtains the rights of use and authorizations that are expressly granted in the Agreement.

5.1.3 The Customer shall not replicate or make copies of the Software. The Customer may only use the Software for its internal company business.

5.1.4 The Customer is expressly not permitted to use (or cause the use of) the Software for more than the maximum number of agreed users, planned resources or other variables as stated in the Purchase Order.

5.1.5 The License of and right to use the Software shall not come into force until the Customer has signed the Purchase Order.

5.1.6 Any License or right of use is payable after release of the License key, regardless of whether and when the Customer starts using the Software.

5.1.7 Software needs to be installed and maintained as agreed upon in the Agreement and used in accordance with the disclosed system requirements. Nonconformance with these requirements may lead to limited functionality, performance loss and/or data loss. Scave.world cannot be held liable for any damages in such an event. The burden of proof that all requirements have been met lies with the Customer.

5.1.8 Article 5.1.7 also applies to License parameters and other restricted use rights as agreed upon in the Agreement.

5.2 Customer Obligations

5.2.1 To ensure that Scave.world can provide Services, Maintenance and Support to the Customer, the Customer must meet certain conditions. The most important are:

a. The Customer shall inform Scave.world of any substantial changes to the Software workload, named End-Users or of Scave.world's designated contact person(s). Significant changes in the software parameters, amount of data loaded, increased numbers of resources or scope extensions can have an impact on performance. The Customer will inform Scave.world in a timely way, such that an impact analysis can be executed by Scave.world.

b. The Customer shall provide Scave.world with the information requested which Scave.world considers relevant to resolve any problems as quickly as possible.

5.2.2 The Customer is responsible for the security of their own and/or outsourced computer systems, infrastructure, and connection to the Software.

5.3 Availability, Maintenance & Support

5.3.1 The Customer is entitled to Maintenance and Support and certain availability provisions, as defined in the Service Level Agreement, and agreed upon in the Purchase Order.

5.4 Acceptance

5.4.1 Scave.world will have fulfilled its obligations under the Agreement regarding any Software when any one of the following occurs:

a. the Customer starts using the Software in a production or operational setting; or

b. in case an acceptance test has been agreed upon between the parties:

(i) if the Customer has not submitted a test report on the first day after the defined test period, or

(ii) if Scave.world receives a positive test report before the end of the defined test period; or

c. in case an acceptance test has not been agreed upon between the parties:

(i) upon making the Software available, or

(ii) on completion of the installation if said installation conducted by Scave.world has been agreed to in writing.

5.4.2 Acceptance of any Software (by means of a positive test report) may only be withheld for reasons related to the specifications expressly agreed upon between the parties. Only major deficiencies, being errors that are repetitive and prevent the Software from being used for a production and/or operational setting, will be valid as a reason for withholding. Small defects may not be an obstacle to acceptance and therefore may not be valid as a reason.

5.4.3 The acceptance of Standard Software shall never be conditional on its functionalities or performances thereof. Nevertheless, acceptance of additional Services may be conditional as far as agreed upon between parties. Such additional Services may include but are not limited to: related implementation or Customer-specific configuration activities..

5.4.4 Scave.world will have an obligation to rectify major deficiencies as per article 5.4.2 within a reasonable timespan as referred to in the Service Level Agreement and then resubmit the Software for acceptance test. Articles 5.4.1 & 5.4.2 will then be applicable (again).

5.5 Intellectual Property Rights

5.5.1 The Customer is granted a non-transferable, non-exclusive, non-pledgeable, and non-sublicensable right to use the Software in accordance with the purposes and applications as described in the Agreement. Any such Agreement may contain limitations as to the scope of use of the Software, such as in seats, concurrent users, storage etc.

Chapter 6: Special Provisions Services

Chapter 6 applies to all Agreements whereby Scave.world provides Services to the Customer.

6.1 Resources and Hours of Coverage

6.1.1 The Services will be performed by Scave.world's Consultants as set forth in the Agreement. Scave.world may use subcontractors in the performance of the Services.

6.1.2 Scave.world will provide the Services during regular local business hours, except for official public/national holidays.

6.1.3 Scave.world will provide the Services at the Customer's request as set forth in the Agreement, to the extent mentioned in the Agreement that Consultants are available.

6.2 Scave.world's Responsibilities

6.2.1 Scave.world will provide Services as requested by the Customer for the number of hours or per Service as set forth in the Agreement.

6.2.2 Scave.world will endeavor to the best of its ability to provide the Services with care, where applicable in accordance with the Agreement and procedures agreed in writing with the Customer.

6.2.3 All Services provided by Scave.world shall be conducted based on an obligation to perform to the best of Scave.world's ability, unless and insofar the Agreement expressly states a result and the result in question has also been defined with sufficient determinability. Any agreements concerning a service or performance level shall always be expressly agreed upon in writing.

6.2.4 If it is stated in the Agreement that the Services will be provided in phases, Scave.world is entitled to postpone the start of the Services that belong to a new phase until the Customer has accepted in writing the results of the previous phase. Any delay in acceptance will move any agreed upon deadlines forward with the same time as the delay.

6.2.5 Scave.world is not obliged to follow instructions that change or add to the scope of the agreed Services.

6.3 Customer Responsibilities

6.3.1 Scave.world's performance is based on the following responsibilities being managed and fulfilled by the Customer at no charge to Scave.world. Any delay in performance of the Customer's responsibilities may result in additional charges and/or delay of the completion of the Services:

a The Customer is responsible for the information, the data, the content of any database and for the correctness, completeness and consistency of the information, the data, the content of any database as provided by the Customer.

b If provided by the Customer to Scave.world, the Customer is responsible for the access, security, encryption, use, transmission, backup and recovery of information, and data it provides. It is also the

responsibility of the Customer to obtain all necessary permissions for Scave.world to use, provide, store, and process the data to which the Customer gives Scave.world access to provide the Services. The Customer is responsible for the privacy of such data.

c. The Customer will provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Scave.world Consultants while working at the Customer's location.

d. The Customer is responsible for making the final selection or approval of the solution and technical architecture.

e. The Customer recognizes that the success of activities in the field of information and communication technology depends on correct and timely cooperation. The Customer will always need to provide all cooperation desired by Scave.world in a timely manner. Moreover, on its own initiative, the Customer will always timely provide Scave.world with such cooperation, data, and information that the Customer knows or should know are important in connection with the performance of this Agreement. All consequences of incorrect, insufficient, or late information from the Customer are at the risk and expense of the Customer.

f. The Customer ensures it has appropriate agreements in place with third parties whose work is essential to Scave.world's ability to provide the Services. The Customer will obtain any licenses or approvals related to the resources that are necessary for Scave.world and its subcontractors to perform the requested Services. The Customer agrees to reimburse Scave.world for reasonable costs and other fees, including costs of litigation or settlements that Scave.world incurs because of the Customer's failure to obtain the required licenses or approvals.

6.3.2 To ensure that Scave.world can provide Services, Maintenance, and Support to the Customer, the Customer must meet certain conditions. The most important are:

a. The Customer shall inform Scave.world of any substantial changes to Scave.world's designated contact person(s), the Services' workload, or named End-Users. Significant extensions in the scope or amount of resources can have an impact on performance. The Customer will inform Scave.world in a timely way, such that an impact analysis can be executed by Scave.world.

b. The Customer shall provide Scave.world with the information requested which Scave.world considers relevant to resolve any problems as quickly as possible.

6.3.3 The Customer is responsible for the security of their own and/or outsourced computer systems, infrastructure, and connection to the Services.

6.4 Availability, Maintenance & Support

6.4.1 The Customer is entitled to Maintenance and Support as well as certain availability provisions, as defined in the Service Level Agreement, and agreed upon in the Purchase Order.

6.5 Acceptance

6.5.1 Scave.world will have fulfilled its obligations under the Agreement regarding any Services when any one of the following occurs:

a. if the Customer starts using the Services in a production or operational setting; or

b. in case an acceptance test has been agreed between the parties: on the first day after the defined test period if the Customer has not submitted a test report, or if Scave.world receives a positive test report before the end of the test period which has been agreed upon; or

c. in case an acceptance test has not been agreed between the parties: upon making the Services available or, if an installation to be conducted by Scave.world has been agreed in writing, on completion of the installation.

6.6 Duration

6.6.1 The Services will be provided for the specified duration, beginning on the start date as set forth in the Agreement. If the start date changes, Scave.world will notify the Customer in writing.

6.7 Intellectual Property Rights

6.7.1 The Customer is granted a non-transferable, non-exclusive, non-pledgeable, and non-sublicensable right to use the Services in accordance with the purposes and applications as described in the Agreement.