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## PRINCETON CLIMATE ANALYTICS INC. MSWEP DATA PRODUCT LICENSE AGREEMENT

**Last updated:** December 16, 2019

This Data Product License Agreement (this “**Agreement**”) is a legal contract between “**you**” or “**Licensee**” (either an individual or the entity on whose behalf you are executing this Agreement) and **Princeton Climate Analytics, Inc.** (“**we**”, “**us**”, “**Company**”) for the licensing, evaluation, and use of the MSWEP (Multi-Source Weighted-Ensemble Precipitation) Data Product and any data or documentation provided or made available (“**Service**”).

Princeton Climate Analytics, Inc. shall provide Licensee access to its Service subject to the terms contained in this Agreement. This Agreement supersedes and replaces any prior proposal, representation, or understanding you may have had with the Company relating to the Service.

By executing below, or otherwise using the Service, (i) you agree to be bound by the terms of this Agreement; and (ii) you represent and warrant that you are authorized to grant all permissions and licenses provided in this Agreement and bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. If you do not agree with any term or condition, do not access or use the Service.

### 2. Usage of Service

The Service may be data and code that you incorporate into Licensee’s applications, products and/or services that enable functionality provided these are solely for the internal use of Licensee (“**Licensee Offerings**”). You agree that we may automatically update the Service, and this Agreement will apply to such updates.

### 3. Confidentiality

You agree that, unless otherwise specifically provided herein or agreed by the Company in writing, the Service and the related documentation, if any (the “**Documentation**”), including the specific design, structure, functions and features (including any data provided therein) of the Service (and any individual programs) provided to you by Company constitute confidential proprietary information of Company. You shall permit only employees or contractors acting on your behalf to access and use the Service (or to view the Documentation). You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of Company. You agree to implement reasonable security measures to protect such confidential information, but without limiting the foregoing, shall use best efforts to maintain the security of the Service provided to you by Company. You will use your best efforts to cooperate with and assist Company in identifying and preventing any unauthorized use, copying, or disclosure of the Service, Documentation, any provided data or any portion thereof.

### 4. Feedback

It is expressly understood, acknowledged and agreed that you may, regardless of whether or not formally requested to do so, provide to Company reasonable suggestions, comments and feedback regarding the Service, including but not limited to usability, bug reports and test results, with respect to Service testing (collectively, “**Feedback**”). If you provide such Feedback to Company, you shall grant Company the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Company product, technology, service, specification or other documentation (individually and collectively, “**Company Products**”); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Company Product; (iii) solely with respect to Licensee’s copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Licensee that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into a Company Product, technology or service. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Company to comply with any additional obligations with respect to any Company Products that incorporate any Feedback.

## 5. **Grant of License**

Subject to Licensee’s full compliance with all of the terms and conditions of this Agreement, any applicable laws and any additional terms of use for the Company Service, Company grants Licensee, a non-exclusive, revocable, nonsublicensable, nontransferable license during the Term (as defined below) of this Agreement to (i) access and use the features and functions of the Service; and (ii) use the Service solely for Licensee’s internal business purposes and will not sell, resell or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any unaffiliated third party.

## 7. **Restrictions on the License Grant**

Except as expressly permitted in this Agreement, Licensee shall not, directly or indirectly, do, nor permit anyone to do, any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any Company software, websites, offerings or Service; (ii) modify or create derivative works based on any of the Service; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Service; (iv) use any of the Service for time-sharing or service bureau purposes or otherwise for the benefit of any third party other than Service’s end users (and then solely to the extent of their use of the Licensee Offerings); (v) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Service; (vi) publish or disclose to third parties any evaluation of the Service or related services without Company’s prior written consent; (vii) use any of the Service to develop a database, online or similar database product or service, or other information resource of any kind (print, electronic or otherwise) for sale to, distribution to, display to or use by others or otherwise create or

attempt to create a substitute or similar service or product through the use of or access to any of the Service or proprietary information related thereto; (viii) store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell or sublicense the Service or any portion thereof; or (ix) pre-fetch, “crawl,” “spider,” or in any non-transitory manner store or cache any of the Service or information obtained from or via the Service (including results or any part or copy or derivative thereof), except that Licensee may store limited amounts of Service for internal use so long as such storage is done temporarily, securely, and in a manner that does not permit the use of the Service by third parties or authorized users other than as incidental to their use of the Licensee Offerings in the ordinary course. Licensee agrees to use the Service only for lawful purposes and in compliance with applicable laws, rules and regulations issued by governing authorities with jurisdiction over Licensee. In addition, Licensee shall not use the Service in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking/surveillance/interception/descrambling equipment, libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content, stolen products and items used for theft, hazardous materials, or any illegal activities.

#### **8. Data Product Service Support**

Company is under no obligation to provide technical support under the terms of this Agreement, and provides no assurance that any specific errors or discrepancies in the Service will be corrected.

#### **9. Ownership and Copyright of Service**

Title to the Service and all copies thereof (including any data therein) remain with Company and/or its suppliers and/or licensors. The Service is copyrighted and is protected by copyright laws and international treaty provisions. Licensee will not remove copyright notices from the Service. Licensee agrees to prevent any unauthorized copying of the Service and any data therein. Except as expressly provided herein, Company does not grant any express or implied right to you under Company patents, copyrights, trademarks, or trade secret information.

#### **10. Term and Termination**

Licensee’s rights with respect to the Service will terminate one (1) year after the last date you receive access to the Service (the “**Term**”). Either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using the Service, and will either delete (or, at Company’ request, return or destroy) any Documentation and any data obtained through the Service, and all other tangible items in your possession or control that are proprietary to or contain confidential information, including any and all data provided

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through the Service. Upon request, you will certify such deletion or destruction to Company in a signed writing.

**11. Disclaimer**

THE SERVICE AND DOCUMENTATION, INCLUDING ANY RELATED DATA OR INFORMATION, ARE PROVIDED “AS IS”, AND COMPANY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE AND/OR NON-INFRINGEMENT TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE FOREGOING, COMPANY EXPRESSLY DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SERVICE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SERVICE.

**12. Limitation of Liability**

Provision of the Service under this Agreement is experimental and shall not create any obligation for Company to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Service either for Licensee or for any other party. COMPANY’S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ACCESS OR USE OF THE SERVICE AND DOCUMENTATION SHALL NOT EXCEED THE AMOUNT OF ANY FEES PAID TO COMPANY BY YOU UNDER THIS AGREEMENT OR FIFTY DOLLARS (US \$50) WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Governing Law and Choice of Forum**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the State of New Jersey. To the



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maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

**14. Export Restrictions**

Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States of America or foreign agency or authority, and Licensee shall not export, or allow the export or re-export of the Service in violation of any such restrictions, laws or regulations. By downloading or using the Service, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

**15. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between you and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by you and an authorized representative of Company.

If you have any questions please contact us at [support@princetonclimate.com](mailto:support@princetonclimate.com)

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