

FACTS User Agreement

This user agreement (“Agreement”) is between Aegex Technologies, LLC (“Aegex”, “we”, “us”, or “our”) and you (and the company you work for if you are accessing the Services (as defined below) on behalf of such company) (“you”).

1) GENERAL

- a) By accessing or using the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement that apply to the Service that you are using, as well as our [Privacy Policy](#), and [API Agreement](#), (collectively, “Supplemental Agreements”). These additional agreements are incorporated by reference to this Agreement (meaning you also agree to these Supplemental Agreements).
- b) You will see a number of capitalized terms in this Agreement. These capitalized terms have already been defined or will be defined in the sentence in which they are used or in Section 13 at the end of this Agreement.
- c) This Agreement applies to all services of the Feedstock And Compliance Tracking System (“FACTS” “FACTS Services” or “Services”), which are comprised of the FACTS Portal, FACTS Collection App, FACTS Plant Management App, FACTS CARB Calculator, API’s, and any other such services that may be offered from time to time.
- d) You affirm you have the proper grant of authority and capacity to enter into this Agreement on behalf of the company where you work.
- e) We may change the terms of this Agreement and any Supplemental Agreement at any time without prior notice. Any changes will take effect immediately when posted (unless specifically indicated otherwise) in one of our Services (such as our website or mobile or desktop applications), and your continued use of the Services means you have accepted these changes.

2) ACCESSING THE SERVICES

- a) We grant you a revocable, limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services. Your access and use of the Services is conditioned on your compliance with this Agreement.
- b) We may provide you with credentials to access some of the Services. You are solely responsible for maintaining the security of your credentials. You agree that Aegex will not be held responsible for any unauthorized access to the Services (or any harm resulting from such unauthorized access).
- c) Your use of any of the Services is subject to various laws, regulations, and rules of governmental or regulatory authorities applicable to you and our Services (“Applicable Law”). You agree to always comply with all Applicable Law.
- d) In order to use some of the Services, you will need to satisfy an onboarding process, along with the terms of our Compliance Program. By accepting our Services you agree to the following conditions in relation to our onboarding process:

- i) Information required: Aegex requires you to provide certain information about you and your business (“Registration Data”). For example, you may be required to upload certain business details including but not limited to Buyer and Seller information including the location and contact details associated with your Buyers and Sellers. Additionally, other information may include EPA registration details or other information that we may reasonably deem helpful in satisfying our risk management and the risk management of other Users that you interact with via FACTS as well as our legal obligations that may apply.
 - ii) Representations and warranties: You represent and warrant that all Registration Data provided by you is current, complete, and accurate, and you are solely responsible for updating and maintain your Registration Data as necessary during the onboarding process and as long as you remain a User of the Service. Aegex reserves the right to remove your access to the Services and/or APIs immediately if your Registration Data is found to be inaccurate, incomplete, or not current at any time. Registration Data is subject to automatic processing by Aegex for the purposes of managing your account, in accordance with our [Privacy Policy](#).
 - iii) Timing: You shall comply with any request by us for any Registration Data or documents from you by no later than fourteen (14) days following the date of any such request (the “Registration Data Deadline”). You shall update us of any changes to the information that you have provided to us during your onboarding process by no later than ten (10) days from the date that you became aware of the relevant change.
 - iv) Delay in providing Registration Data: In the event that the requested Registration Data is not received by us by the Registration Data Deadline, we reserve the right to charge you an hourly administration fee of \$125 per hour for each hour to complete your onboarding process following the Registration Data Deadline.
 - v) Failure to provide Registration Data: If you fail to provide us with the correct Registration Data, or keep your information updated, Aegex reserves the right to limit or revoke your access to the Service as a User.
- e) We will use the Services to communicate with you, for example via our website or mobile applications. From time to time, we may also communicate with you using the email address or telephone number you provide to us. By providing your email address and telephone number, you consent to us contacting you using those forms of communication.

3) FEES AND TERM

- a) Aegex charges a fee for the provision of certain Services or certain features of a particular Service (the “Service Fees”). You agree to pay any Service Fees, either one-time Service Fees or recurring, associated with your use of any Services.
- b) Generally, Fees for the Services are billed quarterly in advance. Any changes in Fees as a result of changes in the level of Services or changes in Service will be reflected in the next quarterly billing period.
- c) The term of this Agreement shall be for one year and automatically renew for an additional one-year period(s) and thereafter as long as you maintain Fees and continue to use the Service.

4) ACCOUNT CLOSURE, TERMINATION, AND OFFBOARDING:

- a) You may terminate this Agreement at any time and for any reason and without prior notice.
 - i) We reserved the right to enable or disable any or all the Services, your access to such Services and/ or terminate this Agreement.
 - ii) Terminating this Agreement may not result in the deletion of information we hold about you and your activities. Digital Source Records stored in the system may be deleted at your request unless deleting such information, a) conflicts with the data retention requirements of another User or Related Party and or b) our ability to do so is restricted by any law or regulation, or c) it is not possible for us to do so by the nature of how the data may be stored in a blockchain or other immutable database structure.
 - iii) At the time of termination, any Fees due to you that have been paid in advance will be refunded on a pro rata basis of the remaining days of your quarterly payment.

5) FACTS SERVICES

- a) **FACTS PORTAL** enables you and other Users to:
 - i) upload, store, and access account information about you, your company, your buyers and your sellers;
 - ii) digitally source records that are uploaded to FACTS Portal in the form of an Excel spreadsheet, CSV file, or entered manually through the user interface;
 - iii) as a Producer, view Transactions for acceptance, view anonymized source information of feedstocks used in the production of renewable fuels, and assign rights to Related Parties and more specifically auditors;
 - iv) as Aggregators or Sellers, upload, store, view, and anonymize records of Digital Source Records and Transactions provided to Buyers;
 - v) as Related Parties, review records of source locations of feedstocks as provided by Aggregators used in the production of renewable fuels;
- b) **FACTS COLLECTION APP**
Enables you and other Users to:
 - i) upload, store, and access account information associated with vehicles in your fleet, fuel used, mileage, location of sources oils, fats, and or greases collected, and other related data;
 - ii) associate such vehicle information and source locations of oils, fats, and or greases collected with specific Transactions or Bills of Lading; and
 - iii) Track collections based on a First in First Out (FIFO) system.
- c) **FACTS PLANT MANAGEMENT APP**
Enables you and other Users to:
 - i) upload, store, and access plant operational information associated the movement of oils, fats, and greases through stages of processing and storage, prior to transportation and sale to Buyers, and other related data;
 - ii) associate such plant management information with specific Transactions or Bills of Lading; and
 - iii) Track the movement of oil, fats, greases on a First in First Out (FIFO) system.

- d) **FACTS CARB CALCULATOR** enables you and other Users to:
 - i) upload, store, and access information specific to calculating carbon intensity based on the LCFS Program and the GREET 3.0 calculator or such other then current standard that may apply;
 - ii) identify possible improvements or efficiencies in your operations by assigning carbon intensity values to routes, collections, and processing. The carbon intensity values provided by FACTS are indicative of possible values and do replace the requirement for an independent audit of a possible low carbon pathway though may help justify engaging a professional advisor to assess your options.
- e) **FACTS API** enables you and other Users to:
 - i) enable the connection of FACTS and its related modules as defined in this section or as provided by Aegex from time to time, to Third Party systems including ERP's, accounting systems, fleet management systems, sensor systems, databases, or other sources of information that may contribute to uploading of information to the FACTS modules.
 - ii) Third Party systems connected to FACTS via an API connection are not owned, controlled, or operated by Aegex. Aegex has no control over the third parties supporting in the input of data into the FACTS Service and accepts no liability whatsoever for the actions of such third parties;
 - iii) In the event you access or use any of our APIs, you agree to the API Agreement available at [Aegex API](#).

6) ACCEPTABLE USE OF THE FACTS SERVICES

As a FACTS User, you agree to the following conditions.

- a) Aegex has no control over the data that you provide and therefore cannot and does not ensure that any Transaction and or Digital Source Records you submit via our Services will be confirmed or deemed acceptable by a Buyer and or their Related Party at the time of the Transaction or any time in the future;
- b) All Digital Source Records uploaded to the FACTS Services are held in trust by Aegex for your benefit and the benefit of other FACTS Users, on a custodial basis. Among other things, this means that except as expressly provided in this Agreement, title to the Digital Source Records remains and shall at all times remain with the Seller. Aegex shall use all commercially reasonable efforts to protect such Digital Source Records, though Aegex assumes no liability for inaccuracies, loss, or corruption of the Digital Source Records that may result in a disputed Transaction.
- c) Maintaining the confidentiality of your password and account and for all activities that occur under your account. You agree to notify Aegex immediately of any unauthorized use of your account or any other breach of security. Aegex is not liable for any loss that you may incur as a result of another party using your password or account, either with or without your knowledge.
- d) We may suspend or cancel your account at any time and without limitation, if we suspect any risk of fraud, crime, breach of this Agreement, or illicit activity. You will bear the costs of any Service Fees charged in respect of such suspension, delay, redirection, reversal or cancellation.

You agree not to use the FACTS Services in the following ways.

- a) Violate, misappropriate, or infringe the rights of Aegex, its affiliates, Users, with respect to privacy, publicity, intellectual property, or other proprietary rights;
- b) participate or endorse any activity that is illegal, defamatory, threatening, intimidating, or harassing;
- c) misrepresent your Registration Data or use or attempt to use the Services not congruent with your role defined in your Registration Data. For example, the use, rights, and functionality of the Services may depend upon your role as a Buyer, Seller, Aggregator, Producer, or Related Party;
- d) as a Seller, utilize FACTS as a method to conceal or misrepresent the integrity of your Digital Source Records;
- e) breach any duty toward or rights of any User or entity, including rights of publicity, privacy, or trademark;
- f) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other Third Party (including another user) to protect the FACTS Services or implemented to protect the rights of other Users;
- g) interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus or any other malicious activity;
- h) violate any applicable law or regulation; and/or
- i) encourage or enable any other individual to do any of the foregoing.

7) GENERAL RISK FACTORS

Aegex does not provide any regulatory, legal, or other professional advice in connection with the Services and makes no representation with respect to compliance of any regulation or law by using the Services. Before recording any Transaction in FACTS, you should consult a qualified professional or your Buyer to ensure you are providing sufficient information to comply with your Buyer's traceability requirements.

Your use of the Services requires you to bear all associated risks with respect to the data provided by you or to you. Aegex expressly disclaims any and all liability or responsibility for any such risks. We list some of the potential risks below, but this list is not intended to cover all potential risks or otherwise be comprehensive and you acknowledge that you may be subject to and liable to significant other potential risks.

- a) Hardware, software or connections required to interact with FACTS, its related servers, API's, and Third Party systems might individually, partially, or collectively fail or succumb to malware, unauthorized access or malicious attacks. Third parties may obtain unauthorized access to the Services, including, but not limited to, your Digital Source Records. Aegex shall not be liable or responsible whatsoever for any communication failures, disruptions, errors, distortions or delays or other potential adverse events or adverse consequences you may experience when using the Services, however caused.

- b) Unknown vulnerabilities in or unanticipated changes to a chain of custody that can alter the traceability of a Transaction may cause losses to you or others. Aegex has no control over any hacks, compromises, or failures of Third Party systems and shall not be liable or responsible whatsoever for any harm occurring as a result of the inability to reverse or modify a Transaction, and any losses in connection therewith due to erroneous or fraudulent actions or other potential adverse events or adverse consequences you may experience.
- c) Legislative, judicial and regulatory changes or actions at the State, Federal, or international level may adversely affect the viability, acceptance, completeness, use and value of Digital Source Records. It is possible that in the future, certain laws, regulations, policies or rules relating to Digital Source Records may be implemented, which would directly or indirectly affect or alter your use of FACTS and potentially any information already uploaded to FACTS.
- d) Transactions may be irreversible, and, accordingly, and you may be subject to losses due to fraudulent or accidental Transactions recorded. Digital Source Records associated with such Transactions may not be recoverable or reversible. If you upload Digital Source Records and register an associated Transactions or you accept a Transaction accidentally or fraudulently, you may lose access to edit or correct the Transaction temporarily or indefinitely. Additionally, Transactions mistakenly registered to an incorrect Buyer may not be recoverable prior to Digital Source Records being exposed to Related Parties.
- e) There can be no assurance that a User and or Buyer who accepts Digital Source Records today associated with one or more Transactions will continue to do so in the future.
- f) The intent of FACTS is to provide a register that enables Digital Source Records that enables Related Parties to verify the validity of such data, though the use of FACTS can in no way substantiate or verify the legitimacy of any Digital Source Records and may result in the risk of fraud, fines, losses or other costs on behalf of Producers. The use of FACTS should not imply any quality or accuracy of Digital Source Records provided by Aggregators and or Sellers.
- g) Aegex is not liable for any incomplete, inaccurate, erroneous, malformed or misleading information associated with Digital Source Records or Transactions uploaded, provided via API, or created using FACTS by Sellers. For the purposes of clarity, FACTS stores and communicates data provided by Sellers and the accuracy and completeness of that data is the Seller's sole responsibility.
- h) Aegex does it represent or warrant that using FACTS in any way guarantees Digital Source Record(s) or Transaction(s) provided by Sellers is/are acceptable by a Related Party.
- i) Once Transaction details have been submitted to a Buyer and that Buyer accepts the Transaction, there is no ability to cancel, modify, or delete a Transaction and we cannot assist a Seller in cancelling or otherwise modifying or deleting a Transaction or Transaction details. The Digital Source Records and Transaction are subject to the retention requirements of Producers and shall remain in the system for a period not less than five (5) years.

8) GENERAL PROVISIONS

- a) Intellectual Property
 - i) Unless otherwise indicated by us, the Services and any other material or content provided by Aegex, and all intellectual property rights therein, are the property of Aegex or our licensors or suppliers.

- ii) You accept and acknowledge that the material and content contained in or delivered by the Services is made available lawful use only and that you may only use such material and content for the purpose of using the Services as set forth in this Agreement.
 - iii) You further acknowledge that any other use of content from the Services is strictly prohibited, and you agree not to infringe on or enable others to infringe on our intellectual property rights. You agree to retain all copyrighted and other proprietary notices contained in the material provided via the Services on any copy you make of the material but failing to do so shall not prejudice Aegex's intellectual property rights therein.
 - iv) You may not sell or modify materials derived or created from the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials for any purpose except for the clear intent of your role as a Buyer, Seller, Aggregator, Producer, and or Related Party and as defined as a part of your Registration Data is strictly prohibited. You may not copy any material or content derived or created from the Services without our express, written permission.
 - v) Any rights not expressly granted in this Agreement to use the materials contained on or through the Services are reserved by Aegex in full.
- b) Aegex may, from time-to-time, respond to requests from Third Parties, courts, law enforcement, regulators and policymakers by producing certain information about or relating to your use of the Services.
 - c) Depending on the Services used by you, Aegex reserves the right, at our sole discretion, to create and maintain certain records of your activity and communications relating to your use of the FACTS Services.

9) FEEDBACK AND COMPLAINTS

- a) If you provide any suggestions, ideas, feedback, or recommendations to us regarding the Services ("Feedback"), we may use this Feedback for any purpose and without any obligation to you. By providing us with Feedback, you give us a worldwide, perpetual, irrevocable, transferable, sublicensable, fully-paid and royalty-free license to use and exploit in any manner any and all Feedback. By submitting Feedback, you waive any legal or other rights to the fullest extent permitted under law.
- b) In responding to Feedback, we shall use commercially reasonable efforts to supply email-based support services, but cannot guarantee immediate responses, especially during times of high volume.

10) REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

- a) When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services. Without limiting the generality of the foregoing, you agree that you shall not:
 - i) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

- ii) use or assist others in using the Services to engage in any illegal activities or including but not limited to using the Services for the purposes of committing fraud by concealing or willfully misrepresenting the accuracy of sources of feedstocks used in the production of renewable fuels;
 - iii) use or attempt to use another User credentials without authorization;
 - iv) attempt to circumvent any content filtering techniques we employ, or attempt to access any Service or area of our Services that you are not authorized to access;
 - v) introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
 - vi) connect any Third-Party applications that interacts with our Services without our prior written consent;
 - vii) provide false, inaccurate, or misleading information; or
 - viii) encourage or induce any other User or Third Party to engage in any of the activities prohibited under this Section.
- b) We cannot and provide no guarantee whatsoever of the timeliness, accuracy or completeness of any information provided by Users. Accordingly, you as a Seller should verify all information uploaded to the Service, you as a Buyer should verify all information provided by Sellers. Related Parties only can view unencrypted, anonymized data provided by Sellers and therefore have no role in providing information to the Services. Before relying on Digital Source Records associated with Transactions recorded in FACTS and any decisions or actions taken based upon such information, is your sole responsibility and you assume all liability for any such decisions or actions.
- c) AEGEX DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY AEGEX ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (A) REGARDING THE CONTENTS OF THE SERVICES, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES, ANY HYPERLINKS TO THIRD PARTY WEBSITES, OR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SERVICES, OR ANY WEBSITE LINKED TO THE SERVICES (B) THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF AEGEX OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.
- d) You agree to indemnify and hold harmless Aegex, its affiliates, subsidiaries, directors, managers, members, officers, employees, from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials in connection with, arising out of, or in any way connected with; (a) your access to or use of the FACTS Services; or (b) Transactions or Digital Source Records being deemed unacceptable by a Buyer or Related Party; (c) breach of this Agreement or any other policy; (d) false, incomplete, or misleading information relied upon by us to verify your identity, where applicable; (e) false, incomplete, or misleading information relied upon by others and provided by you in connection with the Service; (f) violation of any Applicable Law or Regulation; (g) loss of data or functionality of the Services beyond our reasonable control; or (g) violation of any rights of any other person or entity; provided

however, that you shall not indemnify Aegex for claims or losses arising out of Aegex's gross negligence or willful misconduct as determined by final order of a court of competent jurisdiction. This indemnity shall apply to successors and assigns and shall survive any termination or cancellation of this Agreement.

e) Limitation of Liability

- i) Aegex shall not be liable to you or anyone else for any loss or injury resulting directly or indirectly from your use of the Services, including any loss caused in whole or part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from the negligence of Aegex or contingencies beyond its control in procuring, compiling, interpreting, computing, reporting, or delivering , the Services thereon or the information therein. In no event will Aegex be liable to you or anyone else for any decision made or action taken by you in reliance on, or in connection with your use of the Services or the information therein.
 - ii) IN NO EVENT SHALL AEGEX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR: (I) ANY AMOUNT GREATER THAN THE VALUE, IN U.S. DOLLARS, OF THE FEES CHARGED IN THE PRECEEDING TWELVE (12) MONTHS; OR (II) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF AEGEX HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU BASED ON YOUR JURISDICTION OR THE GOVERNING LAW.
 - iii) WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH VIRUSES, HACKING OR CYBERSECURITY BREACHES;; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE EVENT (INCLUDING BUT NOT LIMITED TO (I) ACTS OF GOD, NATURE, EPIDEMIC, COURT OR GOVERNMENT; (II) FAILURE OR INTERRUPTION IN PUBLIC OR PRIVATE TELECOMMUNICATION NETWORKS, COMMUNICATION CHANNELS OR INFORMATION SYSTEMS; (III) ACTS OR OMISSIONS OF ACTS OF A PARTY FOR WHOM AEGEX IS NOT RESPONSIBLE; (IV) DELAY, FAILURE, OR INTERRUPTION IN, OR UNAVAILABILITY OF, THIRD PARTY SERVICES AND SITES; (V) STRIKES, LOCK-OUTS, LABOUR DISPUTES, WARS, TERRORIST ACTS AND RIOTS; AND (VI) VIRUSES, MALWARES, OTHER MALICIOUS COMPUTER CODES OR THE HACKING OF AEGEX'S SYSTEMS).
 - iv) THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- f) Any and all of our indemnities and warranties (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth in this Agreement. Nothing in this Agreement excludes or limits liability which may not be limited or excluded under Applicable Law.

11) MISCELLANEOUS

- a) A party's failure or delay to enforce, or partially enforce, any provision of this Agreement shall not be construed as a waiver of any rights.
- b) A party shall not be deemed to have breached this Agreement if that breach was due to a Force Majeure Event (and the nonbreaching party shall not be permitted to recover any losses or damages for such breach).
- c) In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.
- d) This Agreement shall be binding on your successors, and assignees. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent of Aegex, which may be withheld at Aegex's sole discretion. We may assign rights or delegate duties under this Agreement at our sole discretion.
- e) You and Aegex are independent contractors for the purposes of this Agreement. Nothing in this Agreement shall create any partnership, joint venture, agency, or consultancy.
- f) This Agreement, along with the Supplemental Agreements, constitute the entire agreement among the parties with respect to the subject matter described in this Agreement and shall.
- g) For technical support requests only, you may submit a request via our Support tool at: <https://aegex.com/support>

For purposes of communications, you may contact us by registered post or via courier:

Aegex Technologies, LLC
Attn: FACTS Legal
5341 Old Highway 5
Suite 207-341
Woodstock, GA 30188 USA
Or
Via email at legal@aegex.com

12) DISPUTE RESOLUTION FOR ALL USERS

- a) In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration based on the rules defined by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

- b) The arbitration will be conducted by a single, neutral arbitrator mutually agreed upon by the parties and shall take place in the United States, in the English language. The arbitrator shall apply the law of the state of Georgia, without regard to its conflict of laws principles. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitration decision may be enforced in court in Atlanta Georgia USA. The arbitrator shall resolve the dispute and is empowered with the exclusive authority to resolve any dispute relating to the scope, interpretation, applicability or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any contention that all or any part of this Agreement is unconscionable, void or voidable. You agree that the arbitrator shall have the authority to order relief, and you agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding brought under this Section shall be entitled to reasonable costs and attorneys' fees to the extent permitted.
- c) By entering into this Agreement, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit. You further agree that the arbitration will take place on an individual basis, that class arbitrations and class actions are not permitted, and that you agree to give up the ability to participate in any class action. For avoidance of doubt, you are agreeing to give up the ability to bring a lawsuit in court; and you are giving up the ability to bring or participate in a class action in any form or forum, even if your dispute is determined not to be subject to arbitration.
- d) If an arbitrator (or a court, if a court determines it can evaluate the issue) decides that applicable law precludes enforcement of any of Section 17 as to a particular claim or request for a remedy, then that claim or remedy (and only that claim or that remedy) must be severed from the arbitration and may be brought in court as set forth in Section 17(b). An arbitrator (or a court, if a court determines it can evaluate the issue) may sever any portion of this Section 17 that it finds to be unenforceable, except for the prohibitions on any claim being handled on a class or representative basis. If, however, the waiver of class or consolidated actions is deemed invalid or unenforceable as it relates to a particular claim or dispute, neither you nor we are entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 17.2. This provision does not prevent you or us from participating in a class-wide settlement of claims.
- e) This Section 17 will survive any termination of your relationship with us. If any provision of this Agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that provision shall be deemed severable from this Agreement. Severing any such provision from this Agreement shall not affect the validity and enforceability of any remaining provisions, except as otherwise noted herein.

13) DEFINITIONS

"Aggregator" means any entity engaged in the collections or purchasing of separated yard waste, separated food waste, separated municipal solid waste, or biogenic waste oils/fats/greases as defined in § 80.1454 (8)(j). An Aggregator can also be a Seller or Buyer in a Transaction.

“API” means application programming interface. For the avoidance of doubt, the FACTS API is governed by a separate agreement.

“BoL or BoL’s”, Bill of Lading or Bills of Lading respectively, means a detailed summary of a shipment of goods in the form of a receipt produced by the Seller and provided to the Buyer. A Seller inputs details of a BoL into the FACTS Services through various means and it must include details of including but not limited to the Buyer, Buyer location, volume in weight and date of the shipment. A BoL can be printed or digital.

“Buyer” means any entity that is a purchaser of BoL’s consisting of separated yard waste, separated food waste, separated municipal solid waste, or biogenic waste oils/fats/greases as defined in § 80.1454 (8)(j) in a Transaction. A Buyer can be a Producer, but Buyers are not exclusively Producers.

“Compliance Program” means the requirements set by Aegex for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us.

“Digital Source Records” means any digital record uploaded to FACTS by any means that at a minimum include the source location, date, and collection volume of a feedstock used in the production of renewable fuel and may also include all related information with respect the chain of custody of such feedstock, as may be defined under Applicable Laws or applicable regulations.

“Force Majeure Event” means any event beyond the party’s reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction unexpected changes in a computer network upon which the Services rely.

“Producer” means any Renewable Fuel Producer as defined by the § 80.1406 (a) (1). A Producer retains the sole right to assign a Related Party.

“Related Party” an entity that is engaged on behalf of a Producer who is responsible for verifying the applicable regulatory requirements are met with respect to supporting documentation associated with a Transaction. A Related Party may be a Quality Assurance Program Provider, a regulatory representative, or other entity responsible for auditing records according to the Renewable Fuel Program regulations.

“Seller” means any entity that sells a BoL consisting of separated yard waste, separated food waste, separated municipal solid waste, or biogenic waste oils/fats/greases as defined in § 80.1454 (8)(j) to Buyers in a Transaction. A Seller is typically an Aggregator.

“Services” means any (a) Aegex web-based, mobile, and desktop applications or other Aegex platforms; and (b) the products and services made available by Aegex, including, without limitation to FACTS, the FACTS Portal, FACTS Vehicle App, FACTS Plant Management App, FACTS CARB Calculator, and API’s.

“Third Party Services” means any application or service connected to FACTS and not owned or controlled by Aegex.

“Transaction” means transfer of a Bill of Lading from a Seller to a Buyer.

“User” means any person, entity, organization, or company that has access via username and password to FACTS and thereby bound by this Agreement. For the purposes of clarity, a User can be an Aggregator, a Buyer, a Producer, a Related Party, or a Seller.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date hereof.

Company:	Aegex: Aegex Technologies, LLC
By:	By:
Name:	Name: Thomas P. Ventulett
Title:	Title: CEO
Date:	Date: