End User License Agreement
Scope 1 and 2 Carbon Calculator

To order the full version of the Carbon Calculator (Carbon Calculator Scopes 1 and 2 software), please submit this form to the address referenced below, along with payment of $450 US, payable to the Port of Los Angeles, after reading carefully the terms and conditions of the End User License Agreement below and signing where indicated indicating your approval. Please allow up to three weeks for processing.

Name: ______________________________________________________

Company: __________________________________________________

Address: ____________________________________________________

Country: ____________________________________________________

Version Requested (check one): _______ English _______ Metric

Signature: _______________________________________________________________________

Print Name of Port (or other Entity) ________________________________________________

By: ____________________________________________________________________________

Print name: _____________________________________________________________________

Title: General Manager, Executive Director, or other officer (identify) __________________________________________________________________________

By signing above, the person signing this agreement, as a duly authorized agent of the identified entity, agrees to the following terms and conditions of this End User License Agreement for the Carbon Calculator provided below and certifies that they have read and understood the terms and conditions.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT SUBMIT AN ORDER.

END USER SOFTWARE LICENSE AGREEMENT
TERMS & CONDITIONS OF USE

Parties:
User’s Obligations. This End User license agreement (“License”) is between the Port of Los Angeles (Port) and the User ("User") for the Carbon Calculator Scopes 1 and 2 software (“Software”) which User is licensing the Software for use after agreeing to the terms of this License Agreement.

Grant of License. This License grants User a nonexclusive, non-transferrable license to install and use the Software in a single location under the conditions in this License Agreement. Software User shall not make the Software accessible by any other ports, entities or organizations or any people outside of User. User will not post the Software in a location that is accessible via the World Wide Web. User shall delete the Software and model number from any computer hardware prior to selling, recycling,
gifting, or any other transfer or disposition of the computer equipment the Software is loaded on. User is solely responsible for developing the input data required by the Software. This License is not a sale of the Software and does not transfer or give to User any rights other than use of the Software as provided in this License including but not limited to ownership, copyright and other any other intellectual property rights.

User's Assumption of All Risks of Use. User agrees to and hereby assumes all risk associated with the input data, assumptions, and results generated from the Software. The Port does not assume any risk associated with the use of the Software and the results generated based on User input data. It is the User’s sole risk to use, publish, or report the results generated from the Software. Decisions based on the results of the Software are at the User’s sole risk.

Price: The price of the Software is a one-time US $450.00. The model is based on the iSee Systems iThink 9.1.4 software package and is fully stand alone under the iSee Runtime 9.1.4 version, which does not require the User to purchase any additional software other than the Port’s software.

Duration of License: The License, when executed, is effective upon the purchase of the Software from the Port. User’s rights under this License shall terminate automatically or otherwise cease to be effective without notice from Port if User fails to comply with the terms of this License Upon termination, User must return the Software to Port, 425 S. Palos Verdes Street, San Pedro, California 90731, Attention: Director, Environmental Management Division.

Disclaimers. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND “WITH ALL FAULTS” BASIS AND THE PORT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS).

NO WARRANTIES. ALL CONDITIONS, REPRESENTATIONS, INDEMNITIES, GUARANTEES AND WARRANTIES (WHETHER EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, CUSTOM OR THE PRIOR STATEMENT(S) OF ANY PARTY), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PORT MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET THE USER’S REQUIREMENTS. THE PORT MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SOFTWARE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER THROUGH THE SOFTWARE OR FROM THE PORT, OR OTHER AFFILIATED ENTITIES, OR ITS OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS,
Limitation of Liability. UNDER NO CIRCUMSTANCES WILL THE PORT, OR ANY OF ITS OFFICERS, DIRECTORS, BOARDS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR ANY OTHER DAMAGES (WHETHER BASED ON TORT, BREACH OF CONTRACT, EQUITABLE THEORIES, STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION OR OTHERWISE) INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, BASED ON ANY CLAIM OF THE USER, OR ANY OF THE USER’S HEIRS, ASSIGNEES, APPOINTEES OR SUCCESSORS-IN-INTEREST, AND ARISING OUT OF OR AS A RESULT OF THE USER’S USE OF THIS SOFTWARE.

Indemnification. User agrees to indemnify, protect, and hold harmless the Port and each of its suppliers, licensors, officers, directors, boards, employees, agents or affiliates from any claim, lawsuit, liability, loss, damage, cost, judgments, expense or cost of litigation including attorney’s and/or expert’s fees arising out of or relating to any actions initiated or caused by User while using the Software.

Severability. If any provision of these terms and conditions is held to be unenforceable, such holding will not affect the validity of any of the other provisions of these terms and conditions.

Waiver. The failure of the Port to exercise or enforce any right or provision of any the terms of this License shall not constitute a waiver of such right or provision.

Law. These terms and the relationship between the User and the Port shall be governed by the laws of the City of Los Angeles, California, United States of America. Any suit brought with respect to this License may only be brought in the state or federal courts in Los Angeles, California. For all purposes, the purchase of the Software has taken place in Los Angeles, California.

Authority to Contract. The person signing this License represents that he or she is duly authorized to enter into this License.

System Requirements:

<table>
<thead>
<tr>
<th>For Windows:</th>
<th>For Macintosh:</th>
</tr>
</thead>
<tbody>
<tr>
<td>233 MHz Pentium</td>
<td>120 MHz PowerPC or any Intel-based Mac</td>
</tr>
<tr>
<td>Microsoft Windows™ 2000/XP/Vista/7</td>
<td>Mac OS 10.2.8 - 10.6.8</td>
</tr>
<tr>
<td>128 MB RAM/90 MB disk space</td>
<td>128 MB RAM/90 MB disk space</td>
</tr>
<tr>
<td>Excel</td>
<td>Excel</td>
</tr>
<tr>
<td>QuickTime 7.6.5 or earlier</td>
<td>QuickTime 7.6.4 or earlier</td>
</tr>
</tbody>
</table>

3 of 3