



Genscape, Inc.
1140 Garvin Place
Louisville, KY 40203
USA
T +1 502 583 3435
F +1 502 583 3464
E genscapeamericas@genscape.com
www.woodmac.com

EASEMENT AGREEMENT

Effective Date (Internal Use Only)

This Easement Agreement ("Agreement") is made as of the _____ day of _____, 20____, (the "Effective Date")
Grantor Reference ID: _____

Grantor Contact Information

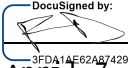
Name: Felipe H De La Cruz,
Address: 80393 Kallunki Road, Clatskanie, Oregon, USA, 97016
(Street address or PO Box) (City) (State) (Country) (Zip/Post Code)
Phone: (5033084099) - _____ Email: _____
Secondary Contact: _____ Secondary Phone: (_____) _____ - _____
Special Notes: _____

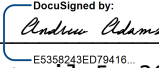
This Agreement establishes the terms and conditions by which an easement will be conveyed from the person or entity identified above (the "Grantor"), to Genscape, Inc., a wholly owned subsidiary of Wood Mackenzie, Inc. (the "Grantee"). For valuable consideration, the receipt and sufficiency of which is acknowledged by the Grantor and Genscape, the Parties hereby agree, and covenant as follows:

1. Grant. Grantor hereby grants to Grantee and its employees and contractors an easement (the "Easement") and right of entry (the "Right of Entry") on over, and to (including the right of ingress and egress to maintain, repair, and operate the Sensor(s) (as defined herein)) the real property owned by Grantor located at:
80393 Kallunki Road, Clatskanie, OR, USA, 97016,
(Street address or PO Box) (City) (State) (Country) (Zip/Post Code)
(the "Premises") for the placement and utilization of monitoring equipment (the "Sensor(s)") upon the Premises.
2. Placement & Retrieval. The parties shall determine by mutual agreement the exact location for placement of the Sensors(s). Following termination of the agreement, the parties agree that Grantee will be allowed access to the Premises to remove the Sensors(s) at a mutually agreeable time. Grantor shall not be liable for any loss of or damage to Sensor(s) installed on the Premises.
3. Exclusivity. Grantor agrees that, during the Term, Genscape (and its employee and/or contractors) will have the exclusive right to place Sensor(s) on the Premises. Grantor shall not allow the installation or deployment of any competing technology or device on the Premises.
4. Reverse Engineering & Ownership Rights. Grantor acknowledges that the Sensor(s) is proprietary technology and agrees not to allow or participate in tampering with, modifying, or reverse engineering the Sensor(s) in any way. Grantor acknowledges that Genscape retains all ownership rights to the Sensor(s) and to all data collected or transmitted by the Sensor(s), and to all intellectual property.
5. Term. This Agreement is effective upon the parties as of the Effective Date and shall continue in force for (5) years, (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), except that either party may elect not to renew this Agreement by providing notice to the other not less than sixty (60) days before the end of the Initial Term or any Renewal Term.
6. Fees. Genscape will pay Grantor a total annual payment of \$1,300 due within sixty (60) days from the date of the Effective Date for the Initial Term and within sixty (60) days of the anniversary of the Effective Date thereafter during the Term.
7. Expenses. All costs and expenses incurred during installation, maintenance, and removal of the Sensor(s) as per the terms of this Agreement shall be paid for by Genscape.
8. Notices. All notices, requests and other communication to Genscape as required hereunder shall be sent to:

Genscape, Inc.
ATTN: Sensor Network Operations
1140 Garvin Place
Louisville, KY 40203

IN WITNESS WHEREOF, the parties have executed this Agreement.

GRANTOR: 
3FDA1AE62AB7429...
Date: April 7, 2023

GRANTEE: 
E5358243ED79416...
Date: April 5, 2023