

## FEASIBILITY STUDY SERVICES AGREEMENT

This Feasibility Study Services Agreement (“**Agreement**”) is made and entered into as of the Effective Date by and between LanzaTech, Inc., a Delaware corporation doing business at 8045 Lamon Ave, Suite 400, Skokie, IL 60077 (“**LanzaTech**”), and the entity identified as Company in the signature block (“**Company**”); individually referred to as a “**Party**” and collectively as “**Parties**”.

**1. PROJECT, PURPOSE, AND SERVICES.** Subject to the terms and conditions of this Agreement:

1.1. LanzaTech will evaluate the technical and economic feasibility of building the LanzaFlex Block to convert Feedstock to LanzaFlex Product(s) using LanzaTech technology and services (“**Project**”) and prepare a feasibility study report (“**Report**”) and, together, “**Services**”) for Company’s use in determining whether to proceed with the Project (“**Purpose**”); and

1.2. LanzaTech grants and licenses to Company the right to use the Services and Report solely for the Purpose.

**2. CONFIDENTIALITY.**

**2.1. Storage and Protections.**

a. General. Recipient shall (i) only use Confidential Information for the Purpose; (ii) only disclose Confidential Information as allowed by this Agreement; (iii) keep Confidential Information secure and confidential using commercially reasonable measures but in all cases measures at least as secure as those used for Recipient’s Confidential Information, and (iv) promptly notify Discloser if it becomes aware of an unauthorized disclosure of Confidential Information.

b. Artificial Intelligence Tools. Recipient shall not input Discloser’s Confidential Information into any generative artificial intelligence software, application, website or device that is generally accessible to the public whether or not it requires an assigned or paid account (“**Public AI Tools**”) without obtaining prior written consent from the Disclosing Party.

c. Additional Requirements for Confidential LT Technical Information. Additionally, Recipient shall restrict access to Confidential LT Technical Information to Authorized LanzaFlex Recipients.

**2.2. Disclosure and Use.**

a. Confidential Information. Except as provided below with respect to Confidential LT Technical Information, Recipient may disclose Confidential Information only to Permitted Recipients.

b. Confidential LT Technical Information. Company may disclose only the particular part of the Confidential LT Technical Information needed by an Authorized LanzaFlex Recipient in order for said Authorized LanzaFlex Recipient to perform its duties with regard to the authorized use of a LanzaFlex Offering.

**2.3. Responsibility.** Each Party is fully responsible for the conduct of its Affiliates, Permitted Recipients, Authorized Recipients, and Personnel who breach this Section 2 (Confidentiality). Each Recipient will promptly notify the Discloser of any breach of security in which it would appear that any Discloser Confidential Information were improperly disclosed. Upon request of Discloser and at Recipient’s cost, Recipient shall take all reasonable steps necessary to recover any such Confidential Information.

**2.4. Disclosure Required by Law.** If Recipient or any of its Representatives become legally compelled to disclose Discloser’s Confidential Information, Recipient will give Discloser written notice as soon as reasonably practicable so that Discloser may seek a protective order. Recipient agrees to disclose only that part of the Confidential Information which is legally required to be disclosed and to use reasonable efforts to obtain an assurance that the information disclosed will be treated confidentially.

**2.5. Return or Destruction of Confidential Information.** Recipient shall destroy all Confidential Information within Recipient’s custody or control within 30 days of (i) Discloser’s written request or (ii) expiration or termination of this Agreement. Recipient may retain one (1) copy of Confidential Information if needed for legal compliance or record-keeping purposes. The obligations of confidentiality and restrictions on use contained in this Agreement shall continue to apply to any Confidential Information retained by Recipient.

**3. PAYMENT.**

3.1. All Fees are designated in U.S. Dollars. Company will pay Fees by wire or ACH transfer U.S. Dollars within thirty (30) days after receipt of LanzaTech’s invoice

3.2. All Fees are exclusive of all Taxes. Company shall be responsible for all such Taxes; provided, that, each Party shall be solely responsible for payment of any and all Taxes imposed on, or with respect to, its income arising directly or indirectly from the activities contemplated by this Agreement. If Company is required under any Applicable Law to withhold or deduct any amount from the payments due to LanzaTech, Company shall increase the sum it pays by the amount necessary to leave LanzaTech with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

3.3. No travel is expected during the normal course of the FS. However, if travel is required to complete the Services, Company will pay pre-approved, reasonable, and documented expenses.

**4. TERM.** Subject to any provisions that survive termination or expiration as set forth herein, this Agreement shall remain in force until completion of the Services, after which it shall terminate, unless otherwise extended through a written mutual agreement of the Parties.

**5. TERMINATION.**

**5.1. Termination for Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party (a) materially breaches this Agreement in a way that cannot be cured or does not cure the breach within thirty (30) days after receipt of written notice of such breach; or (b) becomes insolvent or subject to bankruptcy proceedings.

**5.2. Effects of Termination.** When this Agreement terminates, neither Party will have any further rights or obligations hereunder except:

a. Company will remain liable for all (i) Fees accrued prior to termination, and (ii) Fees for any portion of the Services not covered by (i), which shall include LanzaTech hourly work at the then-current LanzaTech rates; incurred expenses, and any subcontractor fees; and

b. The Parties’ obligations under Sections 2 (Confidentiality), 7 (LanzaTech Responsibilities and Liability) and 8 (Ownership) shall survive termination of this Agreement.

**6. COMPANY RESPONSIBILITIES.** Company shall (a) Provide LanzaTech information, data, resources, or direction as may reasonably be required or requested by LanzaTech for the purposes of providing the Services and respond promptly (i.e., within fourteen (14) days) to any request; (b) Ensure that information, data, and resources provided to LanzaTech are complete and accurate in all material respects (LanzaTech is entitled to rely upon information and data provided by Company or obtained from generally accepted sources within the industry without independent verification); and (c) Promptly notify LanzaTech, in writing, if Company learns of any information that potentially affects LanzaTech’s performance of the Services.

**7. LANZATECH RESPONSIBILITY AND LIABILITY.**

7.1. LanzaTech warrants that the Services will be performed according to LanzaTech’s normal practices, applying reasonable judgment and experience where appropriate. LanzaTech MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

7.2. Except as otherwise stated in this Agreement, any liability of either Party under or relating to this Agreement, whether arising out of breach of contract, tort, including negligence or otherwise, is expressly limited to the Fee received by LanzaTech this Agreement. In no event will either Party be liable for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages under or relating to this Agreement.

7.3. Exceptions. The limitations of liability in clause 7.2 will not apply to breach of Section 2 (Confidentiality), Clause 1.3, or Clause 1.4 of this Agreement.

**8. OWNERSHIP.**

8.1. The LanzaFlex Report, Services, and any other information or deliverables provided to the Company under this Agreement (“**FS Information**”) are not works for hire. As between the Parties, LanzaTech owns and retains all right, title, and interest in and to the FS Information, Improvements, Feedback, and IPR therein, exclusive of any Company Confidential Information therein.

8.2. Company shall not use the FS Information to conduct detailed design work or to construct any process unit independently of LanzaTech or for any other purpose.

**9. FORCE MAJEURE.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in performing any term of the this Agreement (except for any obligations of Company to make payments to LanzaTech) due to a Force Majeure Event, in each case, provided that the Affected Party provides prompt notice to the other Party and uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**10. GOVERNING LAW.**

10.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of choice of law. Any legal proceeding relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in

each case located in the city of Wilmington, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

10.2. Notwithstanding the above, the Parties acknowledge and agree that (a) a breach by a Party of any of its non-disclosure obligations or non-infringement obligations would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) if a breach of any such obligations occurs, the other Party will, in addition to any and all other rights and remedies that may be available to such Party, be entitled to equitable relief and any other relief that may be available from a court of competent jurisdiction.

**11. NOTICES.** Notices to a Party required under this Agreement shall be deemed effective when sent by mail, courier, or email to the respective address specified in the signature block hereto.

**12. MISCELLANEOUS.**

12.1. This Agreement embodies the entire understanding between the Parties relating to the subject of this Agreement, and there are no related prior representations or agreements, whether oral or written.

12.2. No amendment to this Agreement shall be binding upon either Party unless approved in writing by its authorized representative.

12.3. The Parties shall comply with all Applicable Laws. Each Party represents and warrants that it is not an individual, entity, country, or region identified on the Consolidated Screening List, available at <https://www.trade.gov/consolidated-screening-list> (a "**Sanctioned Entity**"), or 50% owned by one or more Sanctioned Entity.

12.4. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. The Parties are independent entities, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither Party shall be authorized to contract for or bind the other Party in any manner whatsoever. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.5. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by a Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by said Party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.6. Neither Party will issue any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, symbols, or brand names without the prior written consent of the other Party.

12.7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**13. DEFINITIONS.** Capitalized terms not otherwise defined in the Agreement will have the following meanings.

"**Affiliate**" means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with such Party.

"**Applicable Laws**" means any and all governmental laws, rules, regulations, orders, or judgments that apply to a Party's performance under this Agreement.

"**Authorized LanzaFlex Recipients**" means, with respect to Confidential LT Technical Information, Permitted Recipients who (i) are not current employees, directors, officers, advisors, significant equity holders or independent contractors of any Person who develops or is a licensor or licensee of gas fermentation technology (except LanzaTech or its Affiliates); (ii) need to access such Confidential

LT Technical Information in order for Company to use the Services or Report for the Purpose; and (iii) have been informed by Company of Company's Confidentiality obligations under this Agreement.

"**Confidential Information**" means information, data, knowledge, and Know-How (in whatever form and however communicated) disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**") that is designated as confidential or that reasonably should be understood to be confidential, whether of a technical, business, or other nature. Confidential Information does not include any information that can be shown, using written documentary evidence, to have been: (i) previously known to Recipient without restriction as to use or disclosure; (ii) independently developed by Recipient without reference to or use of Discloser's Confidential Information; (iii) acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) made publicly available through no fault or action of Recipient and without a breach of confidentiality obligations owed to Discloser.

"**Confidential LT Technical Information**" means Confidential Information that (a) is descriptive of, embodies, or otherwise discloses Licensed Subject Matter or (b) constitutes LanzaTech engineering, design, Know-How, or other technical information or knowledge.

"**Control**" and "**Controlled by**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Party, whether through ownership of voting securities, by contract or otherwise.

"**Feedback**" means bug reports, suggestions or other feedback with respect to the Services or Report(s) provided by or on behalf of the Company to LanzaTech, exclusive of any Company Confidential Information therein.

"**Feedstock**" means the material (including, but not limited to, a gas or solid) that meets applicable specifications, if any, and that is processed by the LanzaTech's gas fermentation block and used in performing the LanzaTech's gas fermentation process.

"**Force Majeure Event**" means acts beyond the affected party's ("**Affected Party**") reasonable control, including without limitation the following: (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Affected Party.

"**Intellectual Property Rights**" or "**IPR**" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (a) all Patent Rights and other rights in inventions, (b) all Copyrights, and (c) all rights in Know-How, trade secrets and similar subject matter; but shall exclude all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor anywhere in the world.

"**Know-How**" means information, data, know-how or experience (whether patentable or not) including but not limited to all design or manufacturing techniques, operating instructions, machinery designs, raw material or products specifications, drawings, blueprints, and any other technical and commercial information relating to research, design, development, manufacture, assembly, use or sale.

"**LanzaFlex Block**" means a facility where Company intends to use LanzaFlex Offerings, including the components, system, and equipment used to produce LanzaFlex Product(s) and/or LanzaFlex By-Product(s) using LanzaTech's proprietary gas fermentation process, but does not include the LanzaTech's proprietary gas fermentation process, software, equipment, or supplies.

"**LanzaFlex Products**" means product(s) and by-products produced at the LanzaFlex Block by using the LanzaFlex Process.

"**Person**" means any natural person, corporation, company, entity, limited liability company, partnership, joint venture, trust, proprietorship or other entity, organization or association of any kind.

"**Personnel**" means the employees, agents and contractors of a Party and its Affiliates.

"**Permitted Recipients**" means, with respect to Confidential Information, a Recipient's Affiliates and said Recipient's or its Affiliates' officers, Personnel, members, representatives, and professional advisors who are legally obligated, in writing, to keep Confidential Information secure and confidential and restrict its use to the same extent that the Recipient has.

"**Taxes**" means any and all present or future taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld or assessed by any Governmental Authority, together with any interest, additions to tax or penalties imposed thereon and with respect thereto.