

# RAIN Token

White Paper

Version 2.0, 03/2026



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|-----|--|
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|------|--|
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## Initial Declarations & Summary

**01 Date of notification:** 2026-02-24.

**02 Statement in accordance with Article 6 (3) of Regulation (EU) 2023/1114:**

This crypto-asset white paper has not been approved before by any competent authority in any Member State of the European Union. The offeror is solely responsible for the content of this crypto-asset white paper.

**03 Compliance statement in accordance with Article 6(6) of Regulation (EU) 2023/1114:**

This crypto-asset white paper complies with Title II of Regulation (EU) 2023/1114 of the European Parliament and of the Council and, to the best of the knowledge of the management body, the information presented in the crypto-asset white paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.

**04 Statement in accordance with Article 6(5), points (a), (b), (c), of Regulation (EU) 2023/1114**

The crypto-asset referred to in this crypto-asset white paper may lose its value in part or in full, may not always be transferable and may not be liquid.

**05 Statement in accordance with Article 6(5), point (d), of Regulation (EU) 2023/1114:**

False.

**06 Statement in accordance with Article 6(5), points (e) and (f), of Regulation (EU) 2023/1114:**

The crypto-asset referred to in this white paper is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council or the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

**07 Warning in accordance with Article 6(7), second subparagraph, of Regulation (EU) 2023/1114:**

Warning: This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase this crypto-asset on the content of the crypto- asset white paper as a whole and not on the summary alone. The

offer to the public of this crypto-asset does not constitute an offer or solicitation to purchase financial instruments and any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law. This crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.

#### **08 Characteristics of the crypto-asset:**

The RAIN token is the digital token used in the Rain protocol, a decentralized prediction markets protocol that provides AI-ready infrastructure for builders to launch their own forecasting platforms and is intended, in a later phase of development, to provide holders with governance rights through a decentralized governance system (DAO). The activation of DAO governance is planned for a future phase of development. The timing and scope of such governance are not yet finalized and may be subject to change depending on technical, operational, and governance considerations. RAIN does not give ownership, profit, or rights to any goods or services. A share of trading fees is used to buy back and destroy tokens, while limited new tokens may be issued to fund development and community rewards. All major changes will be decided by token holders once DAO governance becomes active.

#### **09 Only applicable if field 05 is true:**

Not applicable.

#### **10 Key information about the offer to the public or admission to the trading:**

The RAIN token was initially distributed through Gems Launchpad, followed by listings on other centralized exchanges including Kraken, KuCoin, MEXC., BingX, BitMart, WhiteBit, Lbank, XT, Bitrue, BloFin, Gems Trade. The launchpad sale has concluded, and there is no active or upcoming offer to the public under this white paper. This white paper concerns the admission to trading of the existing RAIN token on supported platforms and is provided for informational and regulatory compliance purposes only. No new tokens are being issued or offered for sale, and no new listing is currently being sought. Token allocations were subject to vesting and lock-up schedules designed to align long-term incentives and meet exchange requirements. Categories included presale, strategic sale, contributors, advisors, team, marketing and development funds, liquidity providers, ecosystem growth, and reserves. Release schedules range from 6 to 24 months, with small initial circulating supply

to support stability and project sustainability. The initial launchpad determined the sale price in accordance with its internal allocation model. There are no time-limited discounts, subscription periods, or subscription fees applicable. Prospective holders can acquire RAIN on secondary markets via centralized or decentralized exchanges that support the Arbitrum network. Should any new public offer be conducted in the future, a separate or modified white paper will be submitted in accordance with Article 4 of Regulation (EU) 2023/1114.

## **Part A - Information about the offeror or the person seeking admission to trading**

- **A.1 Name:** Rain Foundation
- **A.2 Legal form:** Foundation
- **A.3 Registered address:** Country: PA Registered Address: Panama City, Betania, Via Ricardo J.Alfaro PH The Century Tower, office 307, Panama
- **A.4 Head office:** N/A
- **A.5 Registration date:** 2025-07-14
- **A.6 Legal entity identifier:** N/A
- **A.7 Another identifier required pursuant to applicable national law:** Panamanian Registry number: 25062124 Tax number: 25062124-3-2025
- **A.8 Contact telephone number:** N/A.
- **A.9 E-mail address:** solutions@rain.one.
- **A.10 Response time (Days):** Seven (7) days
- **A.11 Parent company:** N/A
- **A.12 Members of the management body:** Lorena Del Carmen Diaz Moreira (Founder), Ana Gabriela De Leon Macias (President), and Rebeca Isabel Munoz Arosemena (Secretary), all located at Republic of Panama, Panama City, Betania, Via Ricardo J.Alfaro PH The Century Tower, office 307.
- **A.13 Business activity:** Rain Foundation is the legal entity responsible for the issuance and administrative oversight of the RAIN token. The token is associated with the Rain protocol, a decentralized prediction-market protocol built on the

Arbitrum blockchain. The protocol provides the infrastructure for builders to launch their own forecasting platforms, and allows users to create, fund, and participate in outcome-based markets tied to real-world or digital events. Market outcomes can be determined through a decentralized oracle framework (Olympus AI) with an integrated dispute-resolution mechanism. Users can participate as market creators, liquidity providers, or traders within the protocol.

- **A.14 Parent company business activity:** N/A.
- **A.15 Newly established:** False.
- **A.16 Financial condition for the past three years:** N/A.
- **A.17 Financial condition since registration:** Since its registration, the Rain Foundation has been funded through institutional and public token sales conducted prior to the token's admission to trading. The Foundation does not have any outstanding debts or financial liabilities. Funds collected have been allocated to support the development and operation of the Rain protocol, including payments to outsourced service providers for technology development, audits, marketing activities, and ecosystem growth. All expenditures have been directed toward maintaining and expanding the project in line with its stated objectives.

### **Parts B & C - Issuer (if different from the Offeror) & Operator of the trading platform**

- **B.1-B.12 Non-applicable Part B:** Part B is not applicable since the offeror and the issuer are the same entity.
- **C.1-C.14 Non-applicable Part C:** Part C is not applicable since the white paper has been drafted by the Offeror of the crypto-asset hence the Part C does not apply.

### **Part D - Information about the crypto-asset project**

- **D.1 Crypto-asset project name:** Rain Protocol
- **D.2**
- **D.3 Abbreviation:** RAIN

- D.4 Crypto-asset project description:** Rain is a decentralized protocol for creating and participating in prediction markets. It operates on the Arbitrum blockchain and allows users to define event outcomes, provide liquidity, and trade positions related to those outcomes. The protocol uses an automated market maker (AMM) mechanism to continuously determine prices based on the proportion of liquidity allocated to each outcome. Market outcomes may be resolved either by the market creator or, in certain public markets, by an AI-based oracle system. A dispute mechanism exists which may escalate contested outcomes to human oracles. Rain also supports the creation of incentive-based markets, where economic rewards can be attached to the realization of specific real-world outcomes rather than solely to prediction.
- D.5 Details of all natural or legal persons involved:** The governance of the protocol is intended to transition to a decentralized autonomous organization (DAO). At the time of issuance, governance is not yet decentralized, and the DAO has not yet been activated. Rain Foundation (Republic of Panama, Panama City, Betania, Via Ricardo J. Alfaro PH The Century Tower, office 307) acts as the Offeror, Issuer and the administrative body responsible for token issuance and oversight.
- D.6 Utility Token Classification:** False.
- D.7 Key Features of Goods/Services for Utility Token Projects:** Not applicable - RAIN is not a utility token.
- D.8 Plans for the token:** The RAIN token was launched in connection with the Rain protocol, a decentralized prediction market protocol built on the Arbitrum blockchain. Past milestones include the token generation event (TGE), protocol deployment, initial exchange listings, and completion of the token audit. Upcoming milestones include completion of the protocol audit, integration of additional blockchain networks, enhancement of the oracle and dispute-resolution framework, expansion of incentive mechanisms for users, and implementation of DAO-based governance.
- D.9 Resource allocation:** Financial and operational resources allocated to the project to date include expenditures for software development, marketing services, technical infrastructure, and external audits. These allocations have been directed

toward maintaining the protocol, expanding its functionality, supporting user growth, and ensuring the security and integrity of the system.

- **D.10 Planned use of Collected funds or crypto-assets:** Not applicable - The issuer does not intend to collect funds or crypto-assets in relation to the admission to trading of RAIN. No funds are being collected under this white paper.

## **Part E - Information about the offer to the public of crypto-assets or their admission to trading**

- **E.1 Public offering or admission to trading:** ATTR - admission to trading.
- **E.2 Reasons for public offer or admission to trading:** The RAIN token has already been admitted to trading via a launchpad. The purpose of this admission is to enable secondary market trading and price discovery for the governance token. The token is intended to be used for participation in protocol governance once the DAO is activated. In accordance with the token distribution and inflation schedule, any funds or value generated through the protocol are allocated to ecosystem growth, staking incentives, development, marketing, strategic partnerships, and community contributor rewards.
- **E.3**
- **E.4**
- **E.5**
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- **E.7**
- **E.8**
- **E.9**
- **E.10**
- **E.11**
- **E.12 Total number of offered/traded crypto-assets:** 1,150,000,000,000.
- **E.13 Targeted holders:** ALL.

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- **E.29 Purchaser's technical requirements:** A purchaser must have a self-custodied blockchain wallet compatible with the Arbitrum network (e.g. an Ethereum-compatible EVM wallet such as MetaMask or WalletConnect) and must be able to interact directly with decentralized exchanges or other trading venues on that network. The purchaser is responsible for managing their own private keys and on-chain transaction fees (gas).
- **E.33 Trading platforms name:** Kraken, KuCoin, MEXC,, BingX, BitMart, WhiteBit, Lbank, XT, Bitrue, BloFin, Gems Trade. No new admission to trading is being sought under this white paper.

## **Part F - Information about the crypto-assets**

- **F.1 Crypto-asset type:** Governance token.

- **F.2 Crypto-asset functionality:** RAIN is a governance token intended to be used for participation in the decentralized governance of the Rain protocol once the DAO governance is activated. It does not grant access to the platform's core prediction market functionalities, and is not required to trade, deposit, or create markets on the protocol, nor does it provide any ownership or redemption rights.
- **F.6 Crypto-asset characteristics:** Name: RAIN. Type: Governance token (crypto-asset other than an asset-referenced token or e-money token). Blockchain: Arbitrum Network (Ethereum Layer-2, ERC-20 standard). Contract Address: 0x25118290e6A5f4139381D072181157035864099d. Total Token Supply: 1,150,000,000,000 \$RAIN (1.15 trillion). Transferability: Freely transferable between self-custodied wallets compatible with Arbitrum; no issuer-imposed restrictions apply.
- **F.8 Website of the issuer:** <https://www.rain.one/>
- **F.9 Starting date of offer to the public or admission to trading:** 2025-03-24.
- **F.10 Publication date:** 2026-03-26.

## **Part G - Information on rights and obligations attached to crypto-assets**

- **G.1 Purchaser rights and obligations:** Purchasers of the RAIN token do not obtain any redemption rights, claims to profits, ownership rights, or rights to receive refunds under this crypto-asset. The RAIN token does not entitle purchasers to access, use, or operate the Rain protocol. Governance participation rights will apply only once the DAO governance framework is activated. Purchasers remain fully responsible for holding and securing the token in a self-custodied blockchain wallet compatible with the Arbitrum network and for complying with any applicable legal and tax obligations in their jurisdiction.
- **G.2 Exercise of rights and obligations:** At the time of this admission to trading, no governance or other functional rights are yet exercisable by RAIN token holders. Governance functionality will become accessible only upon activation of the Rain DAO, at which point token holders will be able to participate in governance processes through a decentralized on-chain voting mechanism accessible via a compatible self-custodied Arbitrum wallet. Any such participation will be subject to

the governance rules adopted by the DAO at that time. Purchasers are responsible for monitoring future protocol updates to determine when governance rights become exercisable.

- **G.3 Conditions for modifications of rights and obligations:** Until DAO governance is activated, the Rain Team may modify the rights or conditions associated with the RAIN token in accordance with the protocol's development roadmap. Any future modifications of token-related rights or obligations may occur only following the activation of decentralized governance mechanisms. The timing, scope, and governance procedures for such modifications are not finalized and will be determined through on-chain governance processes, subject to the governance rules adopted at that time.
- **G.4 Future public offers:** No future public offers are currently planned. This white paper relates solely to the prior public offer and subsequent admission to trading of the RAIN token. Should any new public offer be conducted in the future, a separate or modified white paper will be submitted in accordance with Article 4 of Regulation (EU) 2023/1114.
- **G.5 Issuer retained crypto-assets:** 157,000,000,000.
- **G.6 Utility token classification:** False.
- **G.7 Key features of goods/services of utility tokens:** Not applicable.
- **G.8 Utility tokens redemption:** Not applicable.
- **G.9 Non-trading request:** True.
- **G.10 Crypto-assets purchase or sale modalities:** Not applicable.
- **G.11 Crypto-assets transfer restrictions:** The RAIN token is freely transferable on secondary markets, and there are no transfer restrictions imposed on users trading the token once it is in circulation. However, certain token allocations (such as team, strategic partners, and presale participants) are subject to predefined lockup and linear vesting schedules to ensure long-term alignment, as publicly disclosed in the tokenomics. These vesting conditions apply only to allocated tokens not to general market participants.
- **G.12 Supply adjustment protocols:** False.

- **G.13 Supply adjustment mechanisms:** Not applicable.
- **G.14 Token value protection schemes:** False.
- **G.15 Token value protection schemes description:** Not applicable.
- **G.16 Compensation schemes:** False.
- **G.17 Compensation schemes description:** Not applicable.
- **G.18 Applicable law:** Panama Law.
- **G.19 Competent court:** Competent courts of Panama.

## **Part H - Information on the underlying technology**

- **H.1 Distributed ledger technology (DTL):** The RAIN token is deployed on the Arbitrum network, a Layer-2 rollup built on the Ethereum blockchain. Arbitrum utilizes Ethereum's distributed ledger infrastructure and inherits its security model through optimistic rollup technology. The protocol leverages the Ethereum mainnet for settlement, ensuring decentralization, transparency, and verifiability. Cross-chain compatibility with Ethereum, BNB Chain, and Base is supported through standard bridging mechanisms.
- **H.2 Protocols and technical standards:** RAIN is an ERC-20-compliant token deployed on the Arbitrum network, which operates as an Ethereum Layer-2 rollup. The project follows widely adopted Ethereum standards, including ERC-20 for fungible tokens and standard bridging interfaces for interoperability with other EVM-compatible networks such as Ethereum, BNB Chain, and Base. Smart contracts are written in Solidity and verified on Arbiscan. The token contract is non-upgradeable, and the protocol architecture adheres to established DeFi security and interoperability best practices.
- **H.3 Technology used:** The Rain protocol operates on the Arbitrum Layer-2 network, leveraging Ethereum's base layer for settlement and security. Arbitrum utilizes optimistic rollup technology to aggregate and compress transactions off-chain before finalizing them on the Ethereum mainnet, providing scalability and cost efficiency while maintaining decentralization. The Rain ecosystem incorporates smart contracts written in Solidity, decentralized oracle integrations for market

resolution, and cross-chain bridging for compatibility with Ethereum, BNB Chain, and Base networks. All deployed contracts are publicly verifiable on Arbiscan, ensuring transparency and auditability.

- **H.4 Consensus mechanism:** RAIN operates on the Arbitrum network, which inherits its consensus security from the Ethereum blockchain. Ethereum currently uses a Proof-of-Stake (PoS) consensus mechanism, whereby validators stake ETH to propose and attest to new blocks. Arbitrum employs an optimistic rollup model that assumes transactions are valid by default and relies on fraud proofs to resolve disputes, anchoring final transaction data to Ethereum's PoS consensus layer. This architecture ensures decentralization, immutability, and security consistent with the Ethereum mainnet.
- **H.5 Incentive mechanisms and applicable fees:** Transactions involving the RAIN token are secured through the underlying Arbitrum and Ethereum networks, which use validator incentives under Ethereum's Proof-of-Stake consensus model. Validators earn gas fees paid in ETH for securing and finalizing transactions. The Rain protocol itself does not introduce additional consensus incentives. Users interacting with Rain markets pay standard network gas fees on Arbitrum, which are significantly lower than those on Ethereum mainnet. The protocol may apply minimal functional fees for specific market operations or interactions, as described in the Rain documentation, to support ongoing development and buyback-and-burn mechanisms, but no additional fees are charged for basic token transfers.
- **H.6 Use of distributed ledger technology:** False.
- **H.7 DLT functionality description:** Not applicable.
- **H.8 Audit:** True.
- **H.9 Audit outcome:** The RAIN token smart contract successfully passed a full security audit conducted by Hacken. The audit confirmed that the token's code is secure, functions as intended, and complies with industry best practices for ERC-20 token standards. No critical or high-severity vulnerabilities were identified. Minor informational observations were resolved prior to deployment. The audit report is publicly available on the Hacken website at <https://hacken.io/audits/rain/>.

## **Part I - Information on risks**

- **I.1 Offer-related risks:** The RAIN token has already been admitted to secondary-market trading, and no new public offer is being made under this white paper. Accordingly, there are no subscription-stage or fundraising-related risks. However, secondary-market participants remain exposed to the general risks associated with trading crypto-assets, including high price volatility, limited liquidity, and potential loss of capital. The value of RAIN may fluctuate significantly based on market conditions, protocol adoption, or external events affecting the DeFi sector. Exchange listings and liquidity provisioning are managed by independent third parties and are outside the control of the Rain Team. Purchasers should carefully evaluate their risk tolerance before engaging in secondary-market transactions.
- **I.2 Issuer-related risks:** The issuer of the RAIN token is a non-EU entity domiciled in Panama. As such, it is not subject to EU prudential or conduct supervision. Any legal claims relating to the issuance of the RAIN token would fall under the jurisdiction of Panamanian courts and the applicable laws of Panama, which may differ materially from those of EU Member States and may offer limited investor protection. The issuer's ability to support the Rain protocol depends on its continued operational, technical, and financial capacity. Changes in regulatory treatment, local law, or the issuer's structure could impact its ability to fulfil its intended role.
- **I.3 Crypto-assets-related risks:** \* Market risk: RAIN is subject to high volatility and limited liquidity, and its value may fluctuate significantly on secondary markets.
  - Smart contract risk: Despite external audits, vulnerabilities or operational bugs may exist and could impact protocol integrity.
  - Governance risk: DAO governance is planned for Q4 2025; until then, the Foundation controls protocol parameters and upgrades.
  - Oracle and market-resolution risk: Errors or disputes in oracle outcomes could delay or affect prediction-market results.
  - Tokenomics risk: Locked or vested allocations may unlock over time and influence circulating supply and token price.

- o Deflationary mechanism risk: The buyback-and-burn mechanism is discretionary, depends on protocol parameters and governance decisions, and does not guarantee price support, liquidity, or token value. The mechanism may be modified, suspended, or discontinued in the future in accordance with protocol rules.
- o Network and custody risk: Operation depends on Arbitrum and Ethereum networks; users are responsible for secure self-custody of private keys.
- o Regulatory risk: The issuer is domiciled outside the EU; legal or policy changes may affect trading access or compliance obligations.
- **I.4 Project implementation-related risks:** \* Development and delivery risk: The Rain protocol and its future components (e.g., DAO governance, additional integrations) are still under development and may be delayed or implemented differently from current plans.
  - o Technical integration risk: Cross-chain functionality and oracle integration depend on third-party infrastructure and may experience interruptions or incompatibility with future updates.
  - o Resource dependency: The project's progress relies on the continued availability and expertise of key contributors within the Foundation and Rain Team.
  - o Governance transition risk: The shift from Foundation-led management to planned DAO governance may introduce operational uncertainty or coordination challenges.
  - o Security and upgrade risk: Protocol upgrades or contract deployments may encounter unforeseen technical or security issues despite audits and testing.
  - o Partnership and ecosystem risk: The project's success depends on continued community participation, market-maker support, and third-party service collaboration.
- **I.5 Technology-related risks:** \* Smart-contract vulnerabilities: Even after successful audits, bugs or exploits could be discovered that compromise contract behavior or funds.

- o Upgrade and deployment risk: The protocol's upgradable contracts and ongoing development may introduce implementation or configuration errors.
  - o Oracle and data-feed reliability: Prediction-market outcomes depend on decentralized oracle inputs; any oracle malfunction or manipulation could affect results.
  - o Network dependency: Operation relies on the Arbitrum Layer-2 and Ethereum base layer; congestion, outages, or protocol changes on either network could disrupt service.
  - o Bridge and interoperability risk: Cross-chain transfers between Arbitrum, Ethereum, BNB Chain, and Base use third-party bridges that may be exposed to security or operational failures.
  - o Custody and key management: Users must safeguard private keys in self-custodied wallets; loss or compromise results in irreversible loss of tokens.
  - o Third-party dependency: The project depends on external infrastructure providers (RPC nodes, indexers, data oracles) whose availability or reliability cannot be guaranteed.
- **I.6 Mitigation measures:** \* Independent audits: The RAIN token smart contract has undergone an external security audit by Hacken, and a protocol-level audit is underway to identify and address vulnerabilities before full deployment.
    - o Code transparency: All smart contracts are verified and publicly viewable on Arbiscan, allowing community and third-party review.
    - o Multisig governance: Protocol upgrades and treasury actions are managed through a multisignature structure controlled by the Foundation, reducing single-point-of-failure risks.
    - o Progressive decentralization: Governance is intended to transition toward a DAO to distribute protocol decision-making over time. This transition does not affect the Rain Foundation's responsibility for this white paper or its regulatory obligations.
    - o Standardized development practices: Smart contracts are written in Solidity and follow widely adopted ERC-20 and DeFi security standards.

- o Oracle and infrastructure review: The project continuously evaluates its oracle systems and external infrastructure providers to mitigate reliability and data-feed risks.
- o User education: Participants are encouraged to follow wallet-security best practices and self-custody guidelines to prevent key-management losses.

## **Part J - Information on the sustainability indicators**

- **J.1 Adverse impacts on climate and other environment-related adverse impacts:** The Rain protocol operates on the Arbitrum network, which relies on the Ethereum Proof-of-Stake (PoS) consensus mechanism. PoS consumes significantly less energy than Proof-of-Work systems, resulting in a minimal environmental footprint compared to earlier blockchain models. The Rain Team does not operate any independent infrastructure that materially contributes to energy consumption or greenhouse-gas emissions. No additional environmental or climate-related adverse impacts have been identified beyond those inherent to the operation of the underlying blockchain networks.
- **S.1 Name:** Rain Foundation.
- **S.2 Relevant legal entity identifier:** 25062124.
- **S.3 Name of the crypto-asset:** RAIN Token.
- **S.4 Consensus mechanism:** Arbitrum rollup leveraging Ethereum proof-of-stake consensus.
- **S.5 Incentive mechanisms and applicable fees:** Governance incentives; no mining or validation incentives.
- **S.6 Beginning of the period to which disclosed information relates:** 2025-01-01.
- **S.7 End of period to which disclosed information relates:** 2025-12-31.
- **S.8 Energy consumption:** N/A.
- **S.9 Energy consumption sources and methodologies:** The issuer does not operate or control the distributed ledger technology underlying the RAIN token. Energy consumption data at protocol or token level is not available. The token relies on the Arbitrum network, which operates on Ethereum proof-of-stake. No direct measurement of energy consumption is performed by the issuer.

- **S.10 - S.14 Supplementary key indicators (Renewable energy consumption, Energy intensity, Scope 1 DLT GHG emissions, Scope 2 DLT GHG emissions, GHG intensity):** N/A.
- **S.15 Key energy sources and methodologies:** The issuer does not control the consensus mechanism or network infrastructure and therefore does not calculate greenhouse gas emissions or energy intensity metric.
- **S.16 Key GHG sources and methodologies:** The issuer does not control the consensus mechanism or network infrastructure and therefore does not calculate greenhouse gas emissions or energy intensity metric.