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I. Introduction

Welcome to the CounterpointeSRE Program™ (“Program”) website (“Site”). The Program is administered by Counterpointe Energy Solutions, LLC, a Delaware limited liability company (“Company” or “we”). This **Terms of Use Agreement** (“Agreement”) sets forth the agreement between Company and each user (“you” or “user”) governing the use by you of this Site. Please read this Agreement carefully before using this Site. By using this Site, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, you may not access or otherwise use this Site.

We may, in our sole discretion, modify this Agreement with or without notice to you. The “Last Updated” date at the top of this Agreement will indicate when the latest modifications were made. By continuing to access and use the Site after this Agreement has been modified, you are agreeing to such modifications. Therefore, you should review this Agreement prior to each use of the Site. In addition, when using particular services or features, you shall be subject to any posted guidelines or policies applicable to such services, features that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

II. Confidentiality

You acknowledge that: (a) among Program’s most valuable and indispensable assets are its Confidential Information (defined below), which Company has devoted and continues to devote a substantial amount of time, money and other resources to develop; (b) in connection with your access to this Site you will be exposed to and acquire Program’s Confidential Information; (c) the Program’s Confidential Information must be protected; (d) Company is providing you access to this Site only because of the promises and acknowledgements that you make in this Agreement; (e) to the extent required by law, the scope of the covenants in this Agreement are reasonable and do not impose a greater restraint on you than is necessary to protect Program’s Confidential Information and other legitimate business interests; and (f) your compliance with such covenants will not inhibit you from earning a living or from working in your chosen profession.

You agree that you will not, except as required in connection with your participation in the Program or as may be required by law, directly or indirectly use or disclose to any third person, without the prior written consent of Company, any Confidential Information of Program. For purposes of this Agreement, “Confidential Information” means all information of a confidential or proprietary nature regarding Program or its business or properties that Company furnishes to you or is or becomes available to you by virtue of your participation in the Program, whether tangible or intangible, and in whatever form or medium provided, as well as all information you generate that contains, reflects or is derived from such information that, in each case, has not been published or disclosed to, and is not otherwise known to, the public. “Confidential Information” shall include, but not be limited to, customer lists, prospective customer lists, designs, financial data, sales figures, costs and pricing figures, marketing and other business plans, product development, marketing concepts, personnel matters, forms of financing documents and underwriting documents used in Program, instructions, methods, processes, techniques, computer software or data of any sort developed or compiled by Program, formulae or any other information relating to Company’s services, products, sales, technology, research data, software and all other know-how, trade secrets or proprietary information, or any copies, elaborations, modifications and adaptations thereof.

III. Privacy

Use of this Site is subject to the terms of our Privacy Policy at www.CounterpointeSRE.com, which is hereby incorporated into and made part of this Agreement. Please carefully review our Privacy Policy. By using this Site, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information

regarding your use of this Site and any other personal information provided by you in accordance with our Privacy Policy.

IV. Copyright; Trademarks

You acknowledge that all materials on the Site, including the Site's design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Company or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in this Agreement are reserved to their respective intellectual property rights owners. Except as expressly authorized by this Agreement or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Company or the respective intellectual property rights owner. Company authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described on this Site (including, without limitation, **CounterpointeSRE™**, **CounterpointeSRE Program™**) are the sole property of Company and/or its licensors and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of Company and/or its licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of Company and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of Company. Company will enforce its intellectual property rights to the fullest extent of the law.

V. Links; Third Party Websites

Links on the Site to third party websites are provided only as a convenience to you. If you use these links, you will leave the Site. Company does not control or endorse any such third party websites. You agree that Company and its affiliates will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk. You are advised that other websites on the Internet, including third party websites linked from this Site, might contain material or information that some people may find offensive or inappropriate; or that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Company expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website.

Without limiting the foregoing, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the use of the Site, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Company and its affiliates shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

VI. Disclaimer; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY AND ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, "COMPANY AND ITS AFFILIATES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY AND ITS AFFILIATES MAKE NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY AND ITS AFFILIATES OR ON OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

COMPANY AND ITS AFFILIATES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE

THE SITE, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) FOR ANY INCORRECT OR INACCURATE INFORMATION, (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (VII) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY THIRD PARTY WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THE INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE COMPANY AND ITS AFFILIATES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO COMPANY ON THIS SITE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

VII. Indemnification

You agree to indemnify, defend and hold harmless Company and its affiliates against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the Site, any activity related to use of the Site by you, any material that you submit to, post on or transmit through the Site, your breach of this Agreement, your infringement or violation of any rights of another, or termination of your access to the Site.

VIII. Site Usage; Termination of Usage

If you provide information on this Site, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Site, and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate, outdated or incomplete, or Company has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, Company has the right to suspend or terminate your access to this Site and prohibit any and all current or future use of the Site (or any portion thereof) by you.

You agree to use this Site only for lawful purposes, and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through this Site any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this Site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Site.

Company makes no representation that Materials contained on the Site are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Visitors who use the Site and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Site from any territory where its contents are illegal, and that you, and not Company and its affiliates, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or Company. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. Company also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to the Site, if in Company's sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user or Company and its affiliates. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the terms of use or otherwise.

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. Except as otherwise expressly stated in this Agreement, you agree that Company and its affiliates shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Site.

You agree that Company may terminate or suspend your access to all or part of this Site, without notice, for any conduct that Company, in its sole discretion, believes is in violation of this Agreement or any applicable law or is harmful to the interests of another user or Company and its affiliates.

Sections II through XII shall survive any termination of this Agreement.

IX. Applicable Law; Jurisdiction; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the State of New York and further agree that any cause of action arising from or relating to the use of this Site or this Agreement shall be brought exclusively in the Federal or State Courts residing in New York.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND COMPANY HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR THE SITE. IN ADDITION, NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER SITE USERS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

X. Severability; Interpretation

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation."

XI. Entire Agreement

This Agreement constitutes the entire and only Agreement between Company and each user of this Site with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

XII. Miscellaneous

The failure of Company and its affiliates to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of this Site or this Agreement must be filed within one (1) year after such claim or cause of action arose, or will be forever barred. The "Disclaimer; Limitation of Liability" provisions of this Agreement are for the benefit of Company and its affiliates as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

XIII. Contact Information

If you have any comments, questions, or complaints regarding this Agreement, or wish to report any violation of this Agreement, please contact us at inquiry@CounterpointeSRE.com.

We will address any issue to the best of our abilities as soon as possible.