

**BPL Global LLC dba Connected Energy
Web Site Terms of Use Agreement**

Last updated: June 22, 2018

Last reviewed: June 24, 2020

For reasons of convenience, the words “we”, “us”, “our” or “ours” are used herein to refer individually and collectively to BPL Global LLC dba Connected Energy, and its subsidiaries and affiliates, and the words “user”, “you”, “your” and “yours” refer to any person or entity using our Web sites.

Please read the following terms and conditions (herein collectively referred to as this “Agreement”) carefully before using our Web sites. By accessing, browsing or using our Web sites, you agree to and are bound by the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our Web sites. This Agreement also extends to any e-mail sent by you to us at any time arising out of transactions involving our Web sites.

The following terms and conditions apply to our Web sites. Certain provisions of these terms and conditions may conflict with other legal notices or terms located on other portions of our Web sites. In the event of a conflict between this Agreement and any such other terms or conditions, this Agreement shall govern. The term "content" refers to any materials, documents, images, graphics, logos, design, audio, video, software and any other information provided from or on our Web sites.

1. We Provide Our Web Sites For Your Convenience Only. Our Web sites are provided to you as a convenience and for your information only. We make no representation or warranty, and explicitly disclaim any representations or warranties that either:

- a. the content on our Web sites is accurate or complete;
- b. the content on our Web sites is up-to-date or current;
- c. the content on our Web sites is free from technical inaccuracies or typographical errors;
- d. the content on our Web sites is free from changes caused by third party; or
- e. your access to our Web sites and content will be free from interruptions, errors, computer viruses or other harmful content.

THE CONTENT ON AND ANY SERVICES PROVIDED USING OUR WEB SITES IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE CONTENT ON OUR WEB SITES. WHILE WE ATTEMPT TO ASSURE YOUR ACCESS AND USE OF OUR WEB SITES WILL BE UNINTERRUPTED, ERROR OR VIRUS FREE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR WEB SITES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL CONTENT.

WE DO NOT ASSUME ANY LIABILITY FOR THE MATTERS LISTED ABOVE AND YOU USE OUR WEB SITES AT YOUR OWN RISK.

2. We may change this Agreement's Terms and Conditions at Any Time. We may at any time revise these terms and conditions by updating this posting. Any revisions to our Web sites are effective

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immediately upon posting of the revisions to the Web sites. Your continued use of our Web sites following the posting of the revisions constitutes your acknowledgement and acceptance of the revised terms and conditions. You should therefore periodically visit this page to review our then current Web Site User Agreement.

3. We Do Not Have Responsibility for Links to Third Party Content. We may provide links or pointers to other Web sites maintained by third parties or may provide third party content on our Web sites. The links to third party Web sites are provided for your convenience and information only. We may remove a link to a third party Web site at any time. If we do provide a link to a third party Web site, it does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third party Web site's owners or sponsors. The content in any linked Web site is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web sites, you do this entirely at your own risk.

4. If a Third Party Links to Our Web Sites, It is Not an Endorsement. If a third party links to our Web sites, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Web sites. A Web site that links to our Web sites:

- a. may link to, but not replicate, our content;
- b. must not create a browser, border environment or frame our content;
- c. must not imply that we are endorsing it or its products;
- d. must not misrepresent its relationship with us;
- e. must not present false information about our products or services; and
- f. must not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

5. Confidentiality and Proprietary Rights Considerations If You Transmit or Provide Data to Us.

We do not want to receive confidential or proprietary information from you through our Web sites. Any information, suggestion, idea, graphic, remark, or other submission made by a user to us through our Web sites, whether submitted by email or otherwise, shall become our exclusive property and shall not be deemed to be confidential except as provided by our Web Site Privacy Policy. We shall be entitled to use any such submission and any derivative works created therefrom, and any related concepts, ideas, techniques, or know-how for any lawful purpose without any obligation to any user submitting the same and without any other restriction, permission, or compensation. Each user making any such submission thereby acknowledges the originality of such submission and accepts responsibility for its accuracy, completeness, appropriateness, and legality. You are prohibited from posting on or transmitting to or from our Web sites any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory,

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pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

6. Your Use of Our Web Sites is Restricted. Our Web sites and the content are owned and operated by us. Our Web sites' content, design, pictures and files are copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions as well as by trademark laws, the laws of privacy and publicity, and communications regulations and statutes, ALL RIGHTS RESERVED, by BPL Global LLC dba Connected Energy, its affiliates and subsidiaries and/or third-party licensors. Content from www.connectedenergy.com or www.bplglobal.net may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way.

The following is a non-exclusive list of registered trademarks, registered service marks, or trademarks or service marks of BPL Global LLC or its subsidiaries and affiliates, in the United States and/or other countries or jurisdictions: BPL Global, CLN Power Plant, CNRG, CENTRYwcc, Connected Energy, Demand Dispatch, DER Buildout, EasyGreen, enerVIEW, Islands of Intelligence, MasterBox, Power Is Information, Power SG, and Smart Integration.

To the extent a name, logo or design does not appear on the above list, such lack of appearance does not constitute a waiver of any intellectual property rights that we have established in our product or service names or logos, or in product configurations or designs, all of which rights are expressly reserved.

7. By Providing Content, We Do Not Allow You to Use Our Trademarks. The trademarks, service marks and logos of BPL Global LLC dba Connected Energy, its affiliates, subsidiaries and third-party licensors used and displayed on our Web sites are our registered and unregistered trademarks or service marks or of our third-party licensors. Nothing on our Web sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks or service marks without our written permission. The name of BPL Global LLC dba Connected Energy, our subsidiaries and affiliates or the logos of any of them and the content of our Web sites may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Web sites, without our prior written permission or the written permission the respective copyright owner. You are not authorized to use our logo as a hyperlink to our Web sites unless you obtain our written permission in advance.

8. Translations. Certain content on our Web sites may be made available in languages other than English. Text may be translated by a person or solely by computer software with no human intervention or review. These translations are provided as a convenience to you, and we make no representations, warranties or commitments regarding the accuracy or completeness of the translation, whether or not computer-generated or performed by a person.

9. You Must Obey Local Laws in Accessing Our Web Sites. Our Web sites are controlled by us from our offices within the United States of America. We make no representation that content on the Web sites is appropriate or available for use in other jurisdictions. Access to our Web site content from jurisdictions where such access is illegal is prohibited. If you choose to access our Web sites from other

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jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Web sites and their content and materials shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding at law or in equity between us for any purpose concerning this Agreement, the parties' obligations or use of the Web sites shall be brought exclusively in a federal or state court located in Allegheny County in the Commonwealth of Pennsylvania and you hereby irrevocably and you unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

10. EMAIL OR TEXTS. In connection with programs or services you have enrolled in where you have provided us with your email or phone number, we may attempt to send you courtesy email or text notifications. You expressly consent to the receipt of those emails and text notifications. Delivery of email or texts may be affected by circumstances beyond our control, including but not limited to incorrect email addresses or phone numbers provided by users, changed email addresses or phone numbers as to which we have not been notified, personal and Internet spam filters, size filters, timing of the delivery of emails, unavailability of emails, or other network problems. We assume no responsibility for the timeliness, deletion, missed delivery, or failure of emails or texts due to the foregoing or the failure to store data, failure of personalized settings by users or email service providers, or any other cause. Users have the responsibility to make every effort to allow delivery of email or texts sent by us. We have no responsibility for damages or loss due to emails or texts that are not received by users for any reason. Each user is responsible for reading in a timely manner emails or texts sent by us. **You may opt-out of receiving text (SMS) messages or electronic mail from us at any time by e-mailing a request to privacy@bplglobal.net from the mobile device receiving the messages and typing "OPT OUT" in the message, or you may opt out of receiving electronic mail by e-mailing your request to privacy@bplglobal.net.** You acknowledge that opting out of receiving text (SMS) messages and/or electronic mail may negatively impact your ability to obtain services from us.

11. DISCLAIMER OF LIABILITY. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES FOR ANY USE OF OUR WEB SITES, OR ANY LINKED WEB SITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON ANY USER'S COMPUTER HARDWARE OR INFORMATION HANDLING SYSTEMS, OR OTHERWISE, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, OR SOFTWARE FAILURES OR LOSSES OF ANY KIND, OR FOR FAILED, INCOMPLETE, DISTORTED, OR DELAYED DATA TRANSMISSIONS, OR EQUIPMENT INCOMPATIBILITIES, IN RELATION TO ANY USE OF THIS WEB SITE. WE ARE NOT RESPONSIBLE FOR DAMAGE RESULTING FROM DESTRUCTIVE COMPUTER CODE SUCH AS VIRUSES, WORMS, TROJAN HORSES, AND THE LIKE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF INFORMATION, INTERACTIVE FORMS, CONTENT, OR COMPUTER CODE ON THIS WEB SITE OR ANY WEB SITE ACCESSIBLE THROUGH THIS WEB SITE. SOME JURISDICTIONS DO NOT ALLOW THE

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EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. You Agree to Indemnify Us for Using Our Web Sites. You agree to indemnify, defend and hold harmless BPL Global LLC dba Connected Energy, and its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from: (a) any violation of these terms and conditions by you; (b) your failure to comply with this Agreement; and/or (c) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties.

13. Third Parties May Have Rights Under This Agreement. Some of the provisions of this Agreement are for the benefit of BPL Global LLC dba Connected Energy, its subsidiaries and their officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

14. How This Agreement May Be Terminated. We may terminate this Agreement and we may block you from using our Web sites without notice at any time for any reason. You may terminate this Agreement at any time; provided that you may no longer use our Web sites after you have terminated this Agreement. Section 1 (Convenience), 5 (Confidentiality and Proprietary Rights), 6 (Restricted), 7 (No Use of Trademarks), 9 (Local Laws), 12 (Indemnify), and 13 (Third Party Rights) of this Agreement shall survive any termination of this Agreement.

15. Privacy. Personal information that you provide regarding yourself will be handled in accordance with Company's Privacy Policy, a link to which can be found at <http://www.connectedenergy.com/>. Children under the age of thirteen (13) are prohibited from submitting any personally identifiable information. If we learn that a user under the age of thirteen (13) is using our Web sites, then we will use commercially reasonable efforts to block that user from using our Web sites.

16. Miscellaneous. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you, except as we prohibit under the terms of our Privacy Policy which can also be found on this Web site. Captions and titles in this Agreement and in any other terms, conditions, or policies with respect to this Web site or the Web Services are for convenience only and are not to be construed to affect the meaning or affect this Agreement or any such other terms, conditions, or policies. If any provision of these terms and conditions of this Agreement are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

17. Comments and Questions.

If you have questions or comments about this Agreement, please contact our offices at BPL Global LLC dba Connected Energy, 651 Holiday Drive, Suite 400, Pittsburgh, PA 15220, Attention: Chief Privacy Officer, or send an email to privacy@bplglobal.net.