

Smart Energy Equipment - End User License Agreement.

Terms and Conditions

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN ACQUISITION AND USE OF SMART ENERGY EQUIPMENT AND/OR SERVICES FROM IES VENTURES INC. (HEREAFTER REFERRED TO AS “IES”). BY USING IESEQUIPMENT AND/OR SERVICES, YOU AGREE TO THESE TERMS BETWEEN YOU (“CUSTOMER” OR “YOU”) AND IES. THESE TERMS, TOGETHER WITH ANY ORDER EXECUTED BY IES AND YOU, FORM THE AGREEMENT BETWEEN THE PARTIES UNLESS YOU AND IES HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT GOVERNING USE OF IES EQUIPMENT AND/OR SERVICES.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING IES’ EQUIPMENT AND/OR SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION TO USE OR ACCESS THE EQUIPMENT AND SERVICES AND TO ENTER INTO THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD IMMEDIATELY CEASE ACCESSING OR USING THE EQUIPMENT AND/OR SERVICES.

1. Definitions. All capitalized terms used but not defined in these Terms will have the meanings specified in the Order.

“API” means the application programming interface that allows a software application to interact with the Platform.

“API Key” means a digital credential issued by IES that enables access to and use of the API.

“Authorized User” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Platform under the rights granted to Customer pursuant to these Terms and the Order.

“Commissioning Tools” means software made available to Customer in connection with Customer’s installation of the Equipment.

“Documentation” means the developer documentation or other written or online materials that IES may make available from time to time regarding the API.

“Equipment” means IES’s proprietary metering equipment as further defined in the Order.

“Firmware” means the firmware installed on or otherwise embedded in the Equipment by or on behalf of IES, including updates.

“Force Majeure” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It will include, without limitation, failure or interruption of the operation of the Equipment or the performance of the Services due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; epidemic; pandemic; the binding order of any governmental authority; the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid (but not to the extent that any such availability of any of the foregoing results from the failure of the party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the party claiming Force Majeure.

“Order” means the Order Form entered into by and between Customer and IES or a Reseller.

“Platform” means IES’s proprietary platform that provides reporting and data analytics with respect to energy usage using data from the Equipment.

“IES IP” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, that are owned or otherwise controlled by, or licensed or otherwise made available to, IES, including as embodied in the Equipment, Firmware, Commissioning Tools, API, Documentation and Platform.

“IES Materials” means the Equipment, Platform, Commissioning Tools, API (and any software development kit IES may make available for the API) and/or Services specified in the Order. For the avoidance of doubt, IES Materials includes any information, data, or other content derived from IES’s monitoring of Customer’s access to or use of the Equipment, Platform, and/or Services (other than Customer Data).

“Reseller” means an authorized reseller of IES.

“Services” means IES’s provision of the Platform, Support Services, and/or Installation Services, if any, pursuant to the Order.

“Site” means the location on which the Equipment will be installed as further defined in the applicable Order.

“Term” means the period of time defined in the Order, and during which these Terms will apply, with the exception of the sections which will survive the expiration, or termination of the Order, as detailed in these Terms.

2. Fees and Payment. This Section 2 applies to Customers who have entered into an Order directly with IES, but not if Customer has purchased Equipment from a Reseller. IES’s provision of the Platform to Customers who have purchased Equipment through a Reseller is subject to IES’s receipt of payment from the Reseller for the Platform access.

2.1 Fees. Customer will pay IES the fees set forth on the Order (“Fees”).

2.2 Payment Terms. Payment terms for the Fees will be specified in the Order. If no payment terms are specified, full payment of all Fees will be due upon the Effective Date stated in the Order. IES will invoice Customer approximately twenty (20) days prior to the payment due date. Customer will notify IES within fourteen (14) days of receipt of any such invoice if it has any good faith basis to dispute amounts due, otherwise the invoice will be deemed accepted by Customer. The parties will seek to resolve all such disputes promptly and in good faith. Notwithstanding anything to the contrary, Customer will continue performing its obligations under these Terms during any such dispute, including its obligation to pay all undisputed amounts as set forth in this Section 2. Customer will pay invoices without deductions, offsets, set offs, or counterclaims. Payments will be made in Canadian dollars.

2.3 Late Payment. Interest will be charged at the rate of 12% per year (or, if lower, the highest rate permitted by law), compounded daily on accounts past due by more than thirty (30) days. Customer agrees to pay all costs, including reasonable attorneys’ fees, arising in connection with the collection of late payments.

2.4 Taxes. The Fees do not include any Canadian sales or use taxes. Customer will be responsible for and pay any federal, provincial, or local taxes, duties, and/or assessments in connection with the sale, purchase, use, or possession of the Equipment and Services. If applicable, Customer will provide a reseller’s certificate or other valid tax exemption documentation.

3. Use of Platform and Firmware.

3.1 Access and Use. During the Term and subject to Customer’s compliance with these Terms, IES grants to Customer a non-exclusive, non-transferable (except as set forth below), limited license to: (a) allow Authorized Users to access the Platform and use the information and data made available thereon, (b) access the API, including indirectly by means of a software development kit made available by IES, but only using an API Key issued to Customer, (c) use the Commissioning Tools solely in the installation of Equipment in accordance with Section 4.3.2, and (d) use the Firmware as installed on the Equipment, in each case, solely in accordance with these Terms and for Customer’s internal business purposes. IES will provide to Customer the necessary passwords to allow Customer and its Authorized Users to access the Platform and Customer will be responsible for the information technology infrastructure and systems

needed for it and its Authorized Users to access the Platform. The total number of Authorized Users will not exceed the number set forth in the Order, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of any Fees payable hereunder. Customer agrees that its purchases of Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by IES regarding future functionality or features of the Services. From time to time, IES may, in its sole discretion, make available Upgrades to a Service. Nothing in these Terms obligates IES to make Upgrades available to Customer as part of the Service or otherwise unless specifically included in the Order. For purposes of these Terms, "Upgrades" means certain additions, enhancements, new modules, and other upgrades that include new features and substantial increases in functionality to a Service that IES makes available to its customers for a fee.

3.2 Communication Issues. Customer acknowledges and agrees that (i) IES does not control the transfer of data over communications facilities, including the internet, and that access to the Platform may be subject to limitations, delays, and other problems inherent in the use of such communication facilities, and (ii) IES will not be liable or responsible for the unavailability of the Platform to the extent due to (A) any act or omission by Customer or any Authorized User, (B) Customer's delay in performing, or failure to perform, any of its obligations under these Terms; (C) Customer's or its Authorized Users' internet connectivity; (D) Force Majeure; (E) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other component not supplied by IES pursuant to these Terms; (F) any scheduled downtime of the Platform; or (G) any Suspension.

3.3 Restrictions on Use. Customer will not use the Platform, API, Firmware, Equipment, Commissioning Tools, or other IES Materials for any purposes beyond the scope of the rights granted in these Terms or the Order. Customer will not at any time, directly or indirectly, and will not allow any Authorized Users or any third party to: (i) copy, modify, or create derivative works of the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available (other than to Authorized Users) the Platform, access to the API, Firmware, Commissioning Tools, or other IES Materials, or any content, data, or information made available thereon, or provide an API Key to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials, in whole or in part (except to the extent permitted by applicable law); (iv) remove, alter, or obscure product identification, copyright, or other proprietary rights notices embedded within, or on, the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials; (v) write or develop any program based upon the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials, or, to the fullest extent permitted by applicable law, otherwise use any portion of the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials in any manner for the purpose of developing, distributing, or making accessible products or services that compete with any portion of any of the foregoing; (vi) use the Platform, Equipment, Firmware, Commissioning Tools, or other IES Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other proprietary right of any person, or that violates any applicable law; (vii) access the API in a fraudulent manner, including by using any digital credentials not

issued to Customer by IES; or (viii) circumvent or otherwise interfere with any authentication or security measures of the Platform or API, or otherwise interfere with or disrupt the integrity or performance of the Platform.

3.4 Suspension. Notwithstanding anything to the contrary in these Terms, IES may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Platform and disable any API Key issued to the Customer if: (i) IES reasonably determines that (A) there is a threat to or claim on any of the IES IP or IES Materials; (B) Customer's or any Authorized User's use of the IES Materials disrupts or poses a security risk to the IES Materials, to any other customer or vendor of IES, or to IES's information technology systems and networks used to provide or deliver the IES Materials; (C) Customer, or any Authorized User, is using the IES Materials for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) IES's provision of the Platform, API, or Equipment to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of IES has suspended or terminated IES's access to or use of any third-party services or products required to enable Customer to access any of the IES Materials; or (iii) Customer fails to make any payment due to IES as and when due (any such suspension described in subclause (i), (ii), or (iii), a "Suspension"). IES will use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access to the API and Platform, as applicable, following any Suspension. IES will use commercially reasonable efforts to resume providing access to the API and Platform as soon as reasonably possible after the event giving rise to the Suspension is cured to its reasonable satisfaction. IES will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Suspension.

3.5 Support Services. During the Term, with respect to the Platform, IES will use commercially reasonable efforts to (i) facilitate remote troubleshooting guidance to help resolve functionality issues and (ii) provide availability within 30 days to Customer ((i) and (ii) collectively, the "Support Services"), provided that Customer is not otherwise in breach of these Terms. All Support Services will be initiated by Customer via email to support@iesventures.com, which will be replied to from the hours of 7:00 AM EST until 9:00 PM EST on business days. IES may notify Customer in writing of changes to the email or hours of operation from time to time. A case will be opened, and IES will be obligated to provide the Support Services after IES has confirmed that the Customer has provided IES with all reasonably necessary information, including, but not limited to: Customer's name, Site, Customer point of contact, phone number, email address, and description of the issue.

3.6 Customer Responsibilities. Customer is responsible and liable for all uses of the Equipment, API and Platform resulting from access provided by Customer or Customer's use, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users as if such acts or

omissions were by Customer itself, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by Customer will be deemed a breach of these Terms by Customer.

3.7 Export Regulation. Customer will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of any data from the Equipment and/or Platform outside Canada.

3.8 Privacy Notice for Authorized Users. IES's processing of personal information about Authorized Users that IES collects in connection with the Services will be governed by IES's privacy policy, available upon request. Customer will be responsible for informing Authorized Users of IES's privacy policy.

4. Equipment.

4.1 Licensed Electrician. For all installation, modification, or uninstallation of Equipment performed by or on behalf of Customer by any person other than IES, Customer will use licensed electricians, suitably qualified, with the proper skill, licenses, approvals, consents, training and background to install, modify or uninstall the Equipment in a competent and professional manner.

4.2 Delivery; Title and Risk of Loss. This Section 4.2 applies to Customers who have entered into an Order directly with IES, but not if Customer has purchased Equipment from a Reseller. IES will deliver the Equipment to Customer at the location indicated in the Order, and risk of loss to the Equipment will pass from IES to Customer upon delivery of the Equipment to such Customer location. Title to the Equipment will pass to Customer upon full payment of the Equipment Price. Customer will be responsible for any additional costs for failure to timely take delivery of the Equipment. Unless otherwise expressly agreed by the parties in writing, IES will select the method of shipment of, and the carrier for, the Equipment. Any time quoted for delivery is an estimate only; provided, however, that IES will use commercially reasonable efforts to have Equipment delivered on or before Customer's requested delivery date. No delay in the shipment or delivery of any Equipment relieves Customer of its obligations under these Terms, including accepting delivery of any other Equipment and making payment for Fees as set forth in Section 2.

4.3 Installation and Use of the Equipment.

4.3.1 By IES or a subcontractor on behalf of IES. This Section 4.3.1 applies to Customers who have entered into an Order directly with IES, but not if Customer has purchased Equipment from a Reseller. If set forth in the Order, IES will install the Equipment pursuant to the scope of work set forth in the Order through a IES employee or a subcontractor acting on behalf of IES("Installation Services"). Any installation dates for Installation Services set forth in the scope of work or elsewhere are estimates only and may be subject to change by IES in its sole discretion. If IES determines that electrical or other infrastructure improvements on a Site are reasonably necessary for installation of the Equipment, IES may make such improvements with Customer's prior written consent, with the costs of such

improvement to be borne by Customer. If IES chooses to not make such improvements or if Customer does not provide its consent, Customer will be responsible, and pay all costs, for ensuring that such improvements are made to the Site prior to IES's performance of rescheduled Installation Services. Customer will be responsible for any additional scope of work and associated costs beyond those set forth in the Order. Customer will provide IES and/or its subcontractors access to the Site to install the Equipment pursuant to the Order. Customer will ensure that any necessary consents from landlords or other third parties are duly obtained if they are required to permit IES's access to the Site in accordance with this Section 4.3.1.

4.3.2 By Customer. If set forth in the Order, Customer will install the Equipment pursuant to the standards and procedures set forth in the applicable Equipment manual included together with the Equipment, or any other instructions provided by IES. Upon completion of the installation of the Equipment, Customer will notify IES (and provide IES with photos of such installed Equipment), and IES will remotely review the status of the installed Equipment and confirm whether or not the installation was performed correctly. If IES determines that the Equipment was not correctly installed, IES will provide reasonable remote troubleshooting to attempt to remediate the issue; provided, however that any damage to the Equipment caused by the actions or omissions of Customer and any related repair or replacement of such Equipment will be at Customer's sole cost and expense. To the extent that Customer is unable to perform the installation correctly after IES' provision of its remote troubleshooting support, Customer may request that IES perform Installation Services, which will be charged to Customer at IES's then-current rates.

If installing Equipment, Customer shall carry, and cause any subcontractors installing Equipment to carry, the insurance policies set forth below. IES, and their respective directors, officers, agents and employees (collectively, the "Additional Insureds") must be named as Additional Insured for liabilities arising out of Customer's Equipment installation activities. IES will not be responsible for any representations or warranties made by Customer (or its subcontractors) to any insurance company or underwriter. IES's failure to obtain the evidence of insurance required under this Section 4.3.2 and/or IES's failure to point out any non-compliance of such evidence of insurance will not constitute a waiver of any insurance requirements contained herein.

During the Term, and at Customer's own expense, Customer will maintain (and require its subcontractors installing Equipment to maintain) the following minimum insurance coverage in connection with this Agreement, with insurance carriers rated A- or better by A.M. Best Company: (i) Workers Compensation: Statutory coverage including Employer's Liability for a limit of \$1,000,000/\$1,000,000; (ii) General Liability: Occurrence Form including Products Completed Operations; \$1,000,000 Per Occurrence Limit, \$2,000,000 General Aggregate Limit on a per location basis, \$2,000,000 Products/Completed Operations Limit; (iii) Commercial Auto: \$1,000,000 Per Occurrence Limit; and (iv) Umbrella: \$5,000,000 Per Occurrence Limit and be follow form. All liability policies required above shall include (i) a severability of interest clause, and (ii) a waiver of subrogation in favor of the Additional Insureds.

4.4. Equipment Acceptance. This Section 4.4 applies to Customers who have entered into an Order directly with IES, but not if Customer has purchased Equipment from a Reseller. Customer will have five (5) days after receipt of the Equipment or installation of the Equipment by IES, as applicable, to accept or reject any Equipment, or report quantity discrepancies, by providing written notice to IES. If no such written rejection is provided by Customer to IES within such deadline, the Equipment will be deemed accepted and the quantities deemed correct. If rejecting Equipment, Customer will provide documentation of such non-conformity as reasonably requested by IES. Upon receipt of Customer's notice, IES will, at its sole option, repair or replace any Equipment that is deemed non-conforming by IES. Until IES's provision of necessary repairs to bring such Equipment into conformity or receipt of replacement Equipment by Customer, Customer will retain the non-conforming Equipment for inspection by IES. After the acceptance deadline, Customer may notify IES of non-conforming Equipment, however all such claims by Customer subsequent to the acceptance period will be made via a warranty claim subject to and in accordance with this Warranty. For purposes of this Section 4, "non-conformity," "non-conforming," and words of similar meaning will mean a failure of the Equipment to conform to the then-current functional, operational, and performance specifications and/or IES' written documentation. THE REMEDIES SET FORTH IN THIS SECTION 4.4 ARE CUSTOMER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING EQUIPMENT.

4.5 Equipment Warranty. IES warrants the Equipment pursuant to the warranty set forth in Smart Energy Equipment Warranty.

5. Subcontractors. IES will be permitted to engage subcontractors to perform its obligations under these Terms; provided that IES will continue to be responsible for all of its obligations under these Terms and the quality of the work performed by its subcontractors.

6. Term and Termination.

6.1. Term. These Terms commence as of the Effective Date stated in the Order and continue to apply until the Order expires or is terminated.

6.2 Termination for Convenience. This Section 6.2 applies to Customers who have entered into an Order directly with IES, but not if Customer has purchased Equipment from a Reseller. Customer may terminate the Order (or a particular Site if the Order has multiple Sites) after the execution of the Order and before expiration of the Term if: (a) Customer provides IES thirty (30) days' prior written notice; (b) Customer pays IES the Early Termination Fee for the Order, such that in the case where the Order includes more than one Site, then the Early Termination Fee will be paid on a Site-by-Site basis. Customer will pay IES any fees due under this Section 6.2 within thirty (30) days after receipt of an invoice from IES. The parties agree that damages to IES resulting from terminating the Order pursuant to this Section 6.2 would be difficult to ascertain and agree that the Early Termination Fee is in the nature of liquidated damages and is a fair and reasonable estimate of such damages and is not a penalty. Customer's payment of the Early Termination Fee to IES will not be exclusive of any other remedy and will be without prejudice to any other right or remedy IES may have under these Terms or at law or in

equity. "Early Termination Fee" means the total Fees set forth in the Order for the entirety of the Term, less any amounts paid by Customer with respect to such Fees as of the date of termination of the Order under this Section 6.2, as determined by IES.

6.3 Termination for Cause. These Terms, and the Order (or a particular Site if the Order has multiple Sites), may be terminated by IES, at IES' sole discretion, as follows, but, if the Order includes more than one Site, then it will be deemed an Event of Default only as to the particular Site as to which the event causing the Event of Default occurred (each, an "Event of Default"): (i) if Customer fails to make any payment under the Order and/or these Terms as and when due and Customer does not cure such failure within thirty (30) days' notice from IES; (ii) if Customer breaches Section 3.3 of these Terms; (iii) if Customer breaches any covenant or obligation in these Terms, other than those identified in subsections 6.3(i) and 6.3(ii) above, and does not cure such breach within thirty (30) days' notice from IES; or (iv) if Customer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over its property, becomes subject to a voluntary or involuntary bankruptcy petition, and/or is liquidated or dissolved or its affairs are wound up. In an Event of Default by Customer, all amounts then owing or to be owed by Customer under the Order will immediately become due and payable. Any such termination by IES will be without prejudice to any other right or remedy IES may have under these Terms or at law or in equity. No such remedy of IES will be exclusive of any other remedy.

6.4 Effective of Termination. Upon the expiration or earlier termination of the Order: (i) all indebtedness of Customer to IES under these Terms or the Order, will become immediately due and payable to IES, and (ii) Customer will return to IES or destroy (at IES's option) all documents and tangible materials containing, reflecting, or incorporating any of IES's Confidential Information. Expiration or earlier termination of the Order will not affect any rights or obligations that (i) come into effect upon or after termination or expiration of the Order, or (ii) otherwise survive the expiration or earlier termination of the Order and were incurred by the parties prior to such expiration or earlier termination. Any termination of the Order will automatically cancel any deliveries of IES Materials that are scheduled to be made subsequent to the effective date of termination.

7. Representations and Warranties.

7.1 General Representations and Warranties. Each party represents and warrants to the other: (i) such party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; the execution, delivery, and performance by such party of these Terms have been duly authorized by all necessary corporate, partnership, or limited liability company action, as applicable, and do not and will not violate any law; (ii) these Terms are a valid obligation of such party, enforceable against such party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally); (iii) the execution, delivery, and performance under these Terms do not conflict with nor will result in a breach under other any agreement or obligation to which such party is bound; (iv) such party has obtained all licenses, authorizations, consents, and approvals required by any

governmental authority necessary for such party to own its assets, carry on its business, and to execute, deliver, and perform under these Terms; and (v) such party is in compliance with all laws that relate to these Terms in all material respects.

7.2 Customer Representation and Warranties. Customer represents and warrants to IES that (i) all information provided by Customer to IES as it pertains to the Site(s) physical configuration with respect to the Equipment is accurate in all material respects, (ii) to the best of Customer's knowledge, there are no existing conditions or use restrictions that prevent either the installation or operation of the Equipment at the applicable Site or the performance of either party under these Terms; (iii) it has obtained all necessary licenses, authorizations, approvals, consents, or permits required to perform its obligations under these Terms.

7.3 Disclaimer. Except as expressly set forth in these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any right, title, or interest in or to the IES Materials, IES IP, or any other technology or intellectual property rights. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS, THE IES MATERIALS ARE PROVIDED "AS IS" AND IES HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IES MAKES NO WARRANTY OF ANY KIND THAT THE IES MATERIALS, OR ANY EQUIPMENT OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Mutual Indemnification. Each party (the "Indemnitor") will indemnify, defend, and hold harmless the other party, its affiliates and its and their respective members, officers, directors, employees, agents, subcontractors and suppliers (the "Indemnified parties") from and against, or settle all third party claims (including all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising therefrom) alleging facts, which if true would be (i) gross negligence, fraud or willful misconduct of Indemnitor; or (ii) any violation of applicable law compliance with which is required under these Terms. The Indemnitor will pay amounts awarded in judgment for a claim defended by Indemnitor or agreed to in a settlement entered into by Indemnitor. Customer will also indemnify, defend, and hold harmless IES and its Indemnified parties for any third-party claims (including all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising therefrom) arising from (i) any bodily injury, death, or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel or any third party acting on Customer's behalf (including, without limitation, in connection with installation, modification, and/or uninstallation of Equipment); or (ii) any material breach or non-fulfillment of any representation, warranty, or covenant under these Terms. Any claim subject to indemnification under this Section 8 will be subject to the following provisions: (a) the Indemnitor will be given prompt written notice of the claim by the Indemnified

parties, provided that any delay in providing notice will not relieve the Indemnitor of its indemnity obligations under these Terms unless, and only to the extent, Indemnitor was prejudiced by the delay; (b) the Indemnified parties will reasonably cooperate with the Indemnitor at Indemnitor's cost and expense; and (c) to the extent the Indemnitor is IES, IES will promptly assume sole control of the defense and investigation of such claim and will employ counsel of its choice to handle and defend the same, at IES's sole cost and expense.

9. Damages Limitation; Limitation of Liability. IES's liability with respect to the Equipment and Services sold hereunder will be limited to the warranty and indemnity provided in these Terms. IN NO EVENT WILL IES'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE LIABILITY. IES WILL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR CONTINGENT DAMAGES WHATSOEVER ARISING OUT OF THESE TERMS OR ITS PERFORMANCE OR BREACH, EVEN IF IES IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of this Section 9, IES specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute Equipment or Services, or for any other types of economic loss, or for claims of Customer's customers or any third party for any such damages, costs, or losses. The limitations of liability in this Section 9 are a fundamental part of these Terms and enable IES to provide the Equipment and Services to Customer at lower prices. The foregoing limitations apply even if any remedy fails its essential purpose.

10. Force Majeure. If either party is rendered wholly or partly unable to timely perform its obligations under these Terms because of a Force Majeure event, that party will be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations will be extended as reasonably necessary; provided, that: (i) the party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other party prompt written or oral notice describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required as a result of the Force Majeure event; and (iii) the party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Notwithstanding anything in these Terms to the contrary, the obligation to make any payment due under these Terms or the Order will not be excused by a Force Majeure event. In the event that a Force Majeure event continues for a period of 60 consecutive days, the affected party may terminate these Terms upon seven (7) days prior written notice to the other party.

11. Assignment. Neither these Terms nor the Order executed pursuant hereto may be assigned in whole or in part by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing: (a) Customer may,

without the prior written consent of IES, directly assign its rights in the Firmware installed on any Equipment for which IES has received full payment to a third party (a "Transferee") solely in connection with transfer of ownership of that Equipment to the Transferee, and subject to execution of an agreement between the Transferee and Customer binding the Transferee to the applicable terms in these Terms relating to Firmware; and (b) IES may, without the prior written consent of Customer: (i) directly or indirectly assign these Terms or the Order to an affiliate of IES; (ii) assign these Terms or the Order to any person or entity in connection with a reorganization, merger, acquisition, change of control, or sale of all or substantially all of the assets or business of IES; and (iii) assign, mortgage, pledge, or otherwise collaterally assign its rights under these Terms or the Order to any third parties providing IES with financing or other credit support. Any attempted assignment in violation of the foregoing will be null and void.

12. Confidentiality. Each party (the "Receiving party") understands that the other party (the "Disclosing party") has disclosed or may disclose business, technical, or financial information relating to the Disclosing party's business, or any other information that should reasonably be considered to be confidential or proprietary given its nature or the context of its disclosure ("Confidential Information" of the Disclosing party). Confidential Information of IES includes non-public information regarding features, functionality, and performance of the Equipment and Services. The Receiving party agrees: (i) to take reasonable precautions to protect such Confidential Information (but in no event less than a reasonable degree of care) and (ii) not to use (except solely in performance of the Services or as otherwise permitted in these Terms) or divulge to any third person any such Confidential Information. The Disclosing party agrees that the foregoing will not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving party can document (a) is or becomes generally available to the public other than as a result of a breach of this Section 12, or (b) was rightfully in its possession or known by it prior to receipt from the Disclosing party, or (c) was rightfully disclosed to it without restriction by a third party, provided that such third party is not and was not prohibited from disclosing such Confidential information, or (d) was independently developed without use of or reference to any Confidential Information of the Disclosing party, or (e) is required to be disclosed by law.

13. Data Collection; Intellectual Property Ownership.

13.1 Data Collection. Customer acknowledges that IES or IES's subcontractors may collect information and raw data related to Customer's energy usage from the Equipment, Firmware, and Platform, or that the Equipment, Firmware, and Platform may deliver certain information and raw data related to Customer's energy usage to IES or its subcontractors ("Customer Data"). Customer hereby grants IES and IES's subcontractors a non-exclusive, irrevocable, perpetual, sub licensable, worldwide right to use, copy, distribute, display, perform and make derivative works of such data for any legitimate business purpose of IES or IES's subcontractors, provided that any general public disclosure of such data will be done in a way such that Customer's identity is not, and cannot through reasonable efforts, be determined.

13.2 Intellectual Property Ownership. As between the parties, IES will own and retain all right, title, and interest in and to (i) the IES IP and IES Materials, and all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with the IES IP or IES Materials, (c) any information or data that is collected or derived from the Equipment and/or Platform and any information or data that is provided to Customer as part of the Services (excluding the Customer Data), and (d) all intellectual property rights related to any of the foregoing. As between the parties, any and all IES IP are the sole and exclusive property of IES or its licensors and Customer will not acquire any ownership interest in any IES IP under these Terms. Except as expressly set forth in these Terms, nothing in these Terms grants any right, title, or interest in or to (including any license under) any IESIP, whether expressly, by implication, estoppel, or otherwise.

14. External Communications. Customer authorizes IES to use the name, corporate logo, trade name, service mark, or trademark of Customer to display on IES's website or other marketing materials. The parties will coordinate and cooperate with each other if and when making public announcements related to the execution and existence of these Terms, and each party will have the right to review, comment upon, and approve any marketing materials, press releases, or other public statements by the other party that refer to, or that describe any aspect of, these Terms.

15. Security Interest. Until IES has been paid in full for the Equipment purchased under the Order, IES will retain, and Customer hereby grants to IES, a first priority purchase money security interest in the Equipment purchased under the Order and all proceeds of such Equipment with priority over all other liens, claims, and encumbrances. Customer authorizes IES to file financing statements in such regard and will take any and all further action as requested by IES to protect IES's interest in the Equipment and the proceeds thereof. Customer also authorizes IES to execute, on Customer's behalf, such statements or other documentation necessary to protect IES's security interest in such Equipment and proceeds. Upon written request of Customer after receipt of full payment of the purchase price of the Equipment from Customer for the applicable Equipment, IES will duly execute lien waivers and releases to assure effective release of any liens or security interests on the Equipment under the Order for which full payment has been received. IES will be entitled to all applicable rights and remedies of a secured party under applicable law.

16. General Provisions.

16.1 Choice of Law. The law of the Province of Ontario will govern these Terms without giving effect to conflict of laws principles.

16.2 Arbitration and Lawyer Fees. Any dispute arising from or relating to these Terms will be conducted in the English language and arbitrated in Province of Ontario. If the parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of these Terms will be entitled to reasonable attorneys' fees and costs. The arbitrator will have full power and authority to determine issues of arbitrability and to interpret or construe the provisions of the Terms and the Order and to fashion appropriate remedies (including temporary, preliminary, interim, or permanent injunctive

relief); provided that the arbitrator will not have any right or authority: (i) in excess of the authority that a court having jurisdiction over the parties and the dispute would have absent this arbitration agreement; or (ii) to award damages in excess of the types and limitation of damages found in the Terms. Notwithstanding the agreement to arbitrate, each party may apply at any time to a court of competent jurisdiction for appropriate injunctive relief or for other interim or conservatory measures, and by doing so will not breach or waive the agreement to arbitrate or impair the powers of the arbitrator.

16.3 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 12 or, in the case of Customer, Section 3.3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.4 Notices. All notices under these Terms will be in writing and will be by personal delivery, electronic mail, overnight courier, certified or registered mail return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, and the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices will be sent to the person identified in the Order. Notwithstanding the foregoing, IES may make changes to these Terms in accordance with Section 16.6.

16.5 Entire Terms. The Order executed pursuant to these Terms, together with these Terms and any exhibits included hereto completely and exclusively state the agreement of the parties regarding the subject matter of the Order and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding the subject matter of the Order. These Terms and the Order executed pursuant hereto may be modified only by a writing signed by both parties, except as expressly set forth in Section 16.6 below.

16.6 Changes to these Terms. IES reserves the right to make changes to these Terms. IES will post notice of changes to this page. Customer should ensure that it has read and agreed with the most recent Terms when Customer uses the Equipment and Services. Continued use of the Equipment and Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the revised Terms. IF CUSTOMER DOES NOT AGREE WITH ANY OF THE CHANGES TO ANY OF THE TERMS, CUSTOMER SHOULD CEASE ACCESSING AND/OR USING THE EQUIPMENT AND SERVICES.

16.7 Invalidity. If any provision of these Terms (including any exhibits included hereto) or the Order is found unenforceable or invalid, such unenforceability or invalidity will not render these Terms or the Order unenforceable or invalid as a whole. In such event, such provision will be changed and interpreted

so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

16.8 Third-Party Beneficiaries. If Customer agrees to these Terms in connection with Customer's acquisition of Equipment from a IES reseller, Customer acknowledges and agrees that IES is an intended third-party beneficiary of these Terms, with an independent right of enforcement against Customer. Except as otherwise expressly provided in the previous sentence, these Terms and all rights hereunder and under the Order are intended for the sole benefit of the parties hereto and will not imply or create any rights on the part of, or obligations to, any other person.

16.9 Relationship. Nothing in these Terms creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

16.10 Survival. Any provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of these Terms, including but not limited to Sections 3.3, 8, 9, and 12.

Questions or Additional Information. If you have questions regarding these Terms, please contact IES by emailing support@iesventures.com