



Terms & Conditions

Version: 9/22/2025

These Terms & Conditions (these “Terms & Conditions”) are between Ivy Energy, Inc. (“Ivy” or “Service Provider”) and the individual or entity (the “Customer”) that has executed the Statement of Services (as defined below) that incorporates these Terms & Conditions by reference. By entering into a Statement of Services that incorporates these Terms & Conditions, Customer agrees to follow and be bound by the terms and conditions of the Statement of Services as well as these Terms & Conditions.

RECITALS

A. Service Provider is engaged in providing various energy monitoring and tenant energy management services known as the Ivy™ Platform that allows landlords to supply and charge for solar electricity, battery storage, electric vehicle charging, and other distributed energy resources on their investments and monitors actual energy consumption by individual units in multi-unit facilities; and

B. Customer desires to use the Ivy Platform and to obtain related services from Service Provider as more fully set forth in the Statement of Services and herein; and

C. Service Provider is hereby willing to grant to Customer use of the Ivy Platform and to provide to Customer such services on the terms and subject to the conditions set forth in these Terms & Conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, it is agreed as follows:

Section 1

DEFINITIONS

1.1 “Account” means the individual registration and account of Customer and each User that is authorized to access and use the Platform.

1.2 “Affiliate” means, with respect to any entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

1.3 “Aggregate/Anonymous Data” means any information or data (including, without limitation, Tenant Data and Derived Data) that is (i) aggregated with other data so that the results are non-personally identifiable with respect to Customer or Tenants; and/or (ii) anonymous learning, logs, and data regarding the use of the Services.

1.4 “Applicable Law” means any binding statute, law, rule, or regulation, or any binding judgment, order, writ, injunction, or decree of a court, government agency, or administrative agency to which a specified person or property is subject.

1.5 “Confidential Information” means: (i) with respect to Service Provider, the Platform, all proprietary and confidential functionality, materials and processes therein and any and all source code relating thereto, Templates and any other non-public information or material regarding Service Provider’s legal or business affairs, financing, customers, pricing, or data; (ii) with respect to Customer, the Customer Data, Tenant Data, Derived Data and any other non-public information or material regarding

Customer's legal or business affairs, financing, Tenants, properties, energy generation and consumption, or data; and (iii) with respect to each Party, these Terms & Conditions.

1.6 "Contract Manager" means a party's Representative who is designated to serve as its primary contact with respect to these Terms & Conditions and the respective individual Statements of Service attached hereto, and to act as its authorized representative with respect to matters pertaining to these Terms & Conditions.

1.7 "Customer Contractor" means a third party contracted by Customer to perform obligations of Customer set forth under a Statement of Service or to whom Customer otherwise delegates the performance of supporting or ancillary functions.

1.8 "Customer Data" means all information that is submitted by Customer to the Platform, but excluding Tenant Data.

1.9 "Customer Privacy Policy" means Customer's privacy policy or written privacy practices.

1.10 "Data Protection Laws" means all applicable legislation relating to data protection and privacy.

1.11 "Deliverables" means any specific deliverables set forth in a Statement of Service and required to be provided to Customer pursuant to the applicable DOR, and includes without limitation any Documentation provided to Customer in connection with the Services.

1.12 "Derived Data" means any content that is created as a result of processing Customer Data or Tenant Data, using the Subscription Services, including but not limited to any usage information, allocation of financial responsibility, billing statements or other similar information, but excluding Aggregate/Anonymous Data.

1.13 "Documentation" means the documentation, materials, and information provided by Service Provider relating to the Subscription Services, in any form written or verbal, and including without limitation technical product documentation, template lease addendums, sample tenant communications, regulatory summaries, and recommendations about distributed energy resource implementation or System configuration.

1.14 "DOR" means the division of responsibility grid as may be set forth in the applicable Statement of Service and setting for the respective obligations of Service Provider and Customer under such Statement of Service.

1.15 "Fees" means Service Fees, Subscription Fees, and any other fee or charge payable by Customer to Service Provider as set forth in a Statement of Service.

1.16 "Intellectual Property Rights" means all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, inventions, patents, rights of inventorship, moral rights, rights of publicity and privacy, trade secrets, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto.

1.17 "Losses" shall mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, without limitation, interest, penalties, and reasonable attorneys' and other professionals' fees, and expenses incurred in the investigation, preparation, defense, and settlement of any claim, loss, damage, or liability as to which a party is entitled to indemnification hereunder.

1.18 "Personal Information" means all information that can be used to identify, contact, or locate a natural person or can be used with other sources to identify a natural person including, but not limited to any information relating to a natural person where such information is contained within Tenant Data and is protected as personal data or personally identifiable information under applicable Data Protection Laws.

1.19 "Platform" means Service Provider's IVY Platform web-based tools, functions and applications.

1.20 "Professional Services" means the professional services provided to Customer by Service Provider, which may include training services, configuration, implementation, integration or other similar professional services.

1.21 "Property" means the physical location site for which the Services are performed, as set forth on the Statement of Services.

- 1.22 “Tenant” means a person or entity renting, leasing, or occupying the Property or other real estate owned or managed by Customer, or that is otherwise subscribed to or being charged for his, her, or its participation in the System in connection with the Services, and that will, in each case, have a profile established in Platform.
- 1.23 “Tenant Data” means all Personal Information of Tenants.
- 1.24 “Representatives” means a party’s employees, directors, officers, agents, representatives, contractors, attorneys and other personnel.
- 1.25 “Service Fees” means the fees payable by Customer to Service Provider for Professional Services, as set forth in the applicable Statement of Service.
- 1.26 “Service Provider Content” means all information, data, text, messages, software, graphics, images, and tags incorporated into the Platform and other proprietary materials or information which are owned by Service Provider or licensed by Service Provider from public or third party sources or which are developed incident to the Services by Service Provider, but excluding, specifically, Customer Data, Tenant Data, and Derived Data.
- 1.27 “Service Provider Contractor” means either an Affiliate of Service Provider or a subcontractor that is contracted by Service Provider to provide Services hereunder.
- 1.28 “Services” means, the Subscription Services, Professional Services or both, as the case may be, as agreed between the parties and set forth in the applicable Statement of Service.
- 1.29 “Statement of Service” means the order for Services to be entered into by the parties, which in each case shall set forth, as applicable, the Services to be performed by Service Provider and corresponding Fees, as applicable, and other mutually agreeable information, as the case may be.
- 1.30 “Subscription Fees” means the fees payable by Customer to Service Provider for the Subscription Services, as set forth in the applicable Statement of Service.
- 1.31 “Subscription Services” means the access to and use of the Platform as more fully set forth under the applicable Statement of Service, and any ancillary products and services that are provided to Customer by Service Provider under the applicable Statement of Service.
- 1.32 “Subscription Term” means the initial term of Customer’s subscription to the applicable Subscription Services, as specified on the applicable Statement of Service, and each subsequent renewal term (if any).
- 1.33 “Support Services” means (a) adding new Tenant and User information to the Platform, (b) providing remote assistance to Users regarding the Subscription Services with respect to setup, configuration, and other non-development related tasks that Service Provider provides to its customers in the ordinary course of its business, (c) escalating Tenant billing concerns to Customer, and (d) providing maintenance, support and updates to the Platform in accordance with the service levels set forth in the applicable Statement of Service.
- 1.34 “System” means the onsite distributed energy resource(s) for which the Services are provided, including without limitation solar, wind, or other onsite electricity generation systems; electricity storage systems; electric vehicle charging facilities; demand response devices or systems; or any other type of electricity generation, storage, monitoring, or consumption devices supported by the Platform.
- 1.35 “Templates” means billing statement designs, reports, spreadsheets, database schema and other reports, forms and formats provided by Service Provider as part of the Professional Services.
- 1.36 “Third Party Data” means any data, materials, documents, or other information collected from or otherwise furnished by any party other than Service Provider, including without limitation data derived from Third Party Equipment; tariff data from a utility or other third party data provider; tariff eligibility information about a Tenant; utility bill data; generation and consumption meter data; data provided via the DOE’s Green Button Connect program; Customer Data; and Tenant Data.

1.37 “Third Party Equipment” means any equipment, fixtures, hardware, software and firmware that are provided by third parties which are used in connection with, or which provide data feeds to, or otherwise interoperate with the Platform or any of the Subscription Services, including, but not limited to, solar panels and related hardware, accounting systems, energy meters and network equipment.

1.38 “Users” means Customer personnel and Tenants, in each case who are authorized to login to and use the Subscription Services and have unique user identifications and passwords for the Subscription Services.

Section 2

STATEMENTS OF SERVICE

2.1 The parties shall enter into one or more Statements of Service for the Services that Customer desires for Service Provider to perform. A Statement of Service shall be separately executed by both parties to be valid. Once a given Statement of Service has been fully executed by the parties, these Terms & Conditions (together with any amendments or updates thereto) shall be incorporated into and become a part of such Statement of Services. Any reference herein to the Statement of Services or to the Terms & Conditions shall refer to both the Statement and Services and the Terms & Conditions together as an integrated contract. In the event any provision in a Statement of Service conflicts with any portion of these Terms & Conditions, the Statement of Services shall govern.

2.2 No addition, change or modification to any Statement of Service will be effective unless made in writing and signed by both parties. Customer acknowledges that any change to a Statement of Service may affect or delay the performance of the Services and/or the delivery of any Deliverables and may involve changes to the applicable Fees thereunder. Customer and Service Provider shall execute a revised Statement of Service, setting forth the change to the prior Statement of Service and upon execution by both parties such new Statement of Service shall supersede the prior Statement of Service. Service Provider shall not be obligated to implement any changes to a Statement of Service until a revised Statement of Service is executed by both parties. Service Provider shall not be liable for any delays that occur in the original Statement of Service due to these procedures involving changes requested by Customer.

2.3 Each of the parties shall designate in each Statement of Service, such party’s Contract Manager for purposes of such Statement of Service. Each party shall require that its respective Contract Manager respond promptly to any reasonable requests from the other party.

Section 3

Service Provider’s Obligations

3.1 Upon execution of a Statement of Service by the parties, and subject to Customer’s performance of its obligations hereunder and under the Statement of Service, including, but not limited to, timely payment of all Fees thereunder, Service Provider shall perform the Services as specified under the terms of such Statement of Service. Service Provider may utilize Service Provider Contractors to provide Services or parts thereof. All Services shall be principally performed at Service Provider’s facilities but may be performed in other locations, subject to availability of Service Provider resources and reimbursement of expenses as provided in Section 8.5 below.

3.2 Service Provider shall maintain complete and accurate digital records relating to the Services provided under the Statement of Services. Except as may be modified in the applicable Statement of Service, Service Provider shall (i) provide a monthly Service overview report that lists System energy monitoring information in Service Provider’s standard format; (ii) create billing statements for each Tenant in the Property subject to a Statement of Service detailing their usage of the System; (iii) conduct unit energy usage readings as needed for billing purposes from a direct utility meter data connection; (iv) provide notification if unit energy reading equipment appears to be non-functional or in need of inspection; and (v) inspect and service equipment installed by Service Provider or for which Service Provider is otherwise responsible as set forth in the applicable Statement of Service. IVY DOES NOT COLLECT PAYMENTS ON BEHALF OF CUSTOMER AND IS NOT A PAYMENT INTERMEDIARY. ALL FINANCIAL TRANSACTIONS RELATED TO THE SYSTEM ARE THE RESPONSIBILITY OF THE CUSTOMER, NOT IVY, INCLUDING WITHOUT LIMITATION PAYMENTS MADE BY OR OWED TO TENANTS, A UTILITY, OR ANY OTHER THIRD PARTY. IVY WILL USE COMMERCIAL REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE SERVICES AND ALL DATA PROVIDED TO THE CLIENT. SERVICE PROVIDER IS NOT LIABLE OR RESPONSIBLE FOR (I) ANY INACCURACY, UNAVAILABILITY, OR INCONSISTENCY IN THIRD PARTY DATA, OR (II) ANY THIRD PARTY EQUIPMENT, INCLUDING WITHOUT LIMITATION THE SYSTEM OR ANY OWNER, UTILITY, OR OTHER THIRD PARTY METERS MEASURING ELECTRICITY CONSUMPTION OR PRODUCTION ON THE SYSTEM OR THE PROPERTY. TO THE EXTENT THAT IVY

DISCOVERS THAT ANY BILLING OR PAYMENT DATA PROVIDED TO CUSTOMER WAS INCORRECT, INCLUDING WITHOUT LIMITATION DUE TO INCORRECT OR MISSING THIRD PARTY DATA, IVY WILL ATTEMPT TO OBTAIN THE CORRECT DATA AND WILL PROMPTLY PROVIDE CORRECTED BILLING OR PAYMENT DATA TO CUSTOMER. THE FOREGOING SENTENCE SETS FORTH IVY ENERGY'S SOLE LIABILITY WITH REGARD TO ERRORS IN, ABSENCE OF, OR ANY OTHER DEFICIENCIES IN THIRD PARTY DATA OR AS A RESULT THEREOF.

Section 4

Customer's Obligations

4.1 Customer shall be responsible for providing to Service Provider in an accurate and timely manner all information or other materials as necessary for Service Provider to perform the Services, including without limitation any relevant Third Party Data in Customer's control. Customer shall cooperate with Service Provider in its performance of the Services and provide reasonable access to Customer's premises, Representatives, leased properties and equipment as required to enable the Service Provider to provide the Services.

4.2 Customer, not Service Provider, is responsible to determine the electricity generation or other cost pricing variables for Systems referenced under a Statement of Service and to take all steps necessary, including obtaining any required licenses or consents, to prevent any Customer-caused delays to the Services.

4.3 Customer is responsible for ensuring it is in compliance with all Applicable Law, including without limitation with respect to its role as a solar energy provider, the sale of electricity to Tenants and pricing thereof, and its obligations as a landlord. Ivy does not provide legal advice, and Customer should consult its own legal counsel to ensure compliance with Applicable Law.

4.4 Except as may be modified in the applicable Statement of Service Customer shall (i) provide Service Provider with Customer Data and Tenant Data, including Tenants' names, emails, and, at least 30 days in advance, their move out dates; (ii) provide Service Provider access to the System or other Third Party Equipment or Third Party Data Sources needed to obtain energy generation, consumption or other details from or about the System; (iii) Support Service Provider in providing the required information needed to authenticate Service Provider as an authorized party with relevant third parties, including without limitation the applicable utility. Customer will provide Service Provider with access to the associated account(s).

4.5 Service Provider will be relieved of its obligations under a Statement of Service to the extent dependent upon Customer obligations hereunder, and under a Statement of Service, that are not met, or to the extent that any required Third Party Data is unavailable or otherwise deficient. Customer will be responsible for additional fees and expenses incurred by Service Provider (i) due to any delays resulting from Customer's failure to perform Customer obligations hereunder and under a Statement of Service in a timely and effective manner; and (ii) in performing tasks that were originally Customer obligations hereunder and under a Statement of Service but which were not performed in a timeframe or manner necessary to maintain the overall schedule and objectives of the applicable Statement of Service. By way of example, and without limiting the foregoing, in the event that Customer provides any data necessary for a billing cycle (including without limitation move-in, move-out, other rent roll information, information regarding tariff eligibility of Tenants, or providing the necessary Tenant authorizations) later than the Ivy deadline for bill generation, Ivy has the right to exclude corresponding units from the affected billing cycle.

4.6 All Services performed for and applicable Deliverables submitted to the Customer, if applicable, shall be deemed accepted upon performance or, in the case of Deliverables submitted to the Customer, upon such delivery of Deliverables to Customer. Customer shall be responsible for its use of any Deliverables provided by Service Provider under the Statement of Services, and for ensuring that the Deliverables meet Customer's requirements.

Section 5

PROFESSIONAL SERVICES

5.1 All Professional Services shall be performed remotely, unless otherwise agreed in the applicable Statement of Service. Service Fees for Professional Services are in addition to Subscription Fees. If Customer purchases Professional Services that recur, they will be considered part of Customer's subscription and will renew in accordance with Customer's subscription as more fully set forth in the applicable Statement of Service.

5.2 If a Statement of Service provides a specific number of hours of Professional Services, such hours will expire as indicated in the applicable description in the Statement of Service, which expiration period will commence upon the date of the applicable Statement of Service. For the avoidance of doubt, Customer will not be billed for integrating any bill design work, report formatting, or customization work that was completed for Customer under a prior Statement of Service, when transitioning any such work to future Statements of Service.

5.3 Service Provider will use commercially reasonable efforts to complete the Professional Services within the delivery period (if any) set forth in the applicable Statement of Service, which delivery period will commence upon the date of such Statement of Service.

5.4 If the Professional Services provided are not complete by the lapse of the delivery period due to Customer's failure to make the necessary resources available to Service Provider or to perform Customer's obligations, then the Professional Services will be deemed to be completed by Service Provider at the end of the delivery period.

5.5 Professional Services are non-cancellable.

Section 6

SUBSCRIPTION SERVICES

6.1 Provided the then-current Subscription Fees are paid, Customer shall receive for the corresponding Subscription Term access to and the right to use the Subscription Services, as set forth below. Every reasonable effort will be made to avoid unscheduled downtime of the Subscription Services; however, uninterrupted access to the Platform is not guaranteed or implied. The management, performance, security, data protection and accessibility of Customer-hosted environments are the sole responsibility of Customer. Service Provider will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for planned down-time for maintenance. SERVICE PROVIDER MAKES NO GUARANTEE THAT THE SUBSCRIPTION SERVICES WILL BE AVAILABLE 100% OF THE TIME OR THAT THE PLATFORM WILL NOT UNDERGO OUTAGES. SERVICE PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO INFORM CUSTOMER WHEN/IF OUTAGES OCCUR. Service Provider will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data and Tenant Data while in the custody of Service Provider on the Platform. Customer consents to the processing of Customer Data and Tenant Data in the United States.

6.2 In exchange for Customer's payment to Service Provider of the applicable Subscription Fees, Service Provider grants to Customer, a personal, nonexclusive, nontransferable, non-assignable, terminable license, without the right to sublicense, to access the Subscription Services, solely for Customer's own internal use, solely in accordance with these Terms & Conditions and as set forth in the Statement of Services. The license herein shall remain in force for so long as the due applicable Subscription Fees have been paid but only provided that Customer does not breach these Terms & Conditions.

6.3 Subscriptions are subject to automatic renewal unless Customer terminates the Statement of Services in writing by sending Service Provider a written notice of termination at least one hundred twenty (120) days (or such notice period as set forth in the Statement of Service) before the end of the then current Subscription Term. Customer may renew the Subscription Term for the Subscription Services an unlimited number of times, unless otherwise set forth in the Statement of Services. In the event Customer fails to make continued payment towards the Subscription Fees for a renewal of the subscription, Customer may reinstate the Statement of Services by paying the Subscription Fees for the Subscription Services that is in arrears as well as the Subscription Fees for the then-current Subscription Term. Failure to renew the Subscription Term shall immediately terminate the license herein. Upon reinstatement of the Subscription Term, the license to the Subscription Services shall resume in full force and effect under such Statement of Services and these Terms & Conditions. The Subscription Term will end on the expiration date and the subscription cannot be canceled early.

6.4 Customer shall be exclusively responsible for the supervision, management, and control of its use of the Subscription Services, including, but not limited to, implementing procedures sufficient to satisfy its obligations under these Terms & Conditions, including without limitation its obligations under Section 4 above, and ensuring its Representatives' compliance with Section 6.5 below.

6.5 Customer and its Representatives shall not directly or indirectly: (a) copy the Platform through any means; (b) use the Platform in any service bureau capacity including, without limitation, using the Subscription Services to process any energy usage data and related billing for any third party; (c) reverse engineer, map, decompile, enhance, or make derivative works, translations,

or compilations or portions or otherwise derive the source code, internal structure, organization or any other aspect of the Platform or any part thereof or analyze the Platform for the purpose of creating products or services having similar functionality as the Subscription Services being licensed, or directly or indirectly aid, abet or permit others to do so; (d) use or permit the use of the Subscription Services by anyone other than for Customer's internal purposes; (e) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to Service Provider's servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (f) use the Subscription Services in any manner that damages, disables, overburdens, or impairs any of Service Provider's websites or interferes with any other party's use of the Subscription Services; (g) attempt to gain unauthorized access to the Platform; (h) access the Platform other than through Service Provider's interface; or (i) use the Subscription Services for any purpose or in any manner that is unlawful or prohibited by these Terms & Conditions. Customer will notify Service Provider of any unauthorized use of any of its Users' Account by contacting support@ivy.energy.

6.6 THIRD PARTY EQUIPMENT ARE NOT UNDER SERVICE PROVIDER'S CONTROL. THIRD PARTY EQUIPMENT ARE PERMITTED TO INTEROPERATE WITH THE PLATFORM ONLY AS A CONVENIENCE, AND THE CONNECTION OF ANY THIRD PARTY EQUIPMENT TO THE PLATFORM DOES NOT MEAN SERVICE PROVIDER ENDORSES, SUPPORTS OR WARRANTS THE THIRD PARTY EQUIPMENT.

6.7 Notwithstanding anything to the contrary herein, all rights not specifically granted in the license above shall be reserved and remain always with Service Provider.

Section 7

SUPPORT SERVICES

7.1 During the Subscription Term, in exchange for Customer's payment to Service Provider of the applicable Subscription Fees, Service Provider will provide Customer with Support Services. Phone and email support is included at the service level specified in the applicable Statement of Service. Phone support is available from 9am to 5pm, Monday through Friday Pacific Time, with reduced hours during holidays in the US. Service Provider accepts email support questions 24 Hours per Day x 7 Days per Week. Email can be submitted to support@ivy.energy. Email responses are provided during phone support hours only. Service Provider attempts to respond to email support questions within one business day but does not promise or guarantee any specific response time.

7.2 The following exceptions apply to Service Provider's obligations to provide Support Services during the Subscription Term: (a) Support Services to be provided shall not cover the maintenance of any Third Party Equipment; and (b) if Customer fails to follow all of Service Provider's instructions or comply with any of its obligations in the Statement of Services or these Terms & Conditions, then Service Provider's obligation to provide Support Services may be suspended until Customer complies with all such obligations to the satisfaction of Service Provider. Service Provider may limit or deny Customer's access to Support Services if Service Provider determines in its reasonable discretion that Customer is acting, or has acted, in a way that results or has resulted in misuse of Support Services or abuse of Service Provider representatives.

7.3 Service Provider's obligations to provide the Support Services hereunder shall not apply (i) if Customer is not operating or using equipment meeting the requirements provided by Service Provider; (ii) if the Third Party Equipment used to interoperate with the Platform is not in good operating order or is not installed in a suitable operating environment; and/or (iii) if Platform has been used in any way other than as contemplated by the Statement of Services and these Terms & Conditions or applicable Documentation provided by Service Provider. If any claims fall within any of the above exceptions, then, all support services provided by Service Provider to resolve any issues caused by any of the foregoing shall be deemed to be a request for Professional Services and Customer shall pay Service Fees due therefor as more fully set forth in a mutually agreed Statement of Service for such Services.

Section 8

FEES AND BILLING

8.1 The Fees for the initial term set forth in the applicable Statement of Service will remain fixed for such period unless: (i) Customer upgrades or subscribes to additional features or products, (ii) Customer changes the scope of or adds any Professional Services, or (iii) otherwise set forth in the Statement of Service. Where renewal pricing is set forth in the Statement of Service, such pricing will apply, subject to adjustment as specified above in (i) and (ii). If renewal pricing is not included in the Statement of Service, then Service Provider's standard pricing as applicable on the date of renewal will apply. For products that have applicable User limits, Customer will be charged fees associated with the number of Users as set forth in the applicable Statement of Service.

The number of paid Users under a Statement of Service will not decrease, even if there is a subsequent reduction in the actual number of assigned Users. Customer shall not be entitled to any refunds if Customer decides to stop using the Subscription Services prior to lapse of the Subscription Term. Except as expressly set forth in the Statement of Services, all Fees are non-refundable

8.2 For Subscription Services, Service Provider will invoice Customer no more than forty-five (45) days in each case before the beginning of the initial term of Customer's subscription, and each subsequent renewal term, and other times during the Subscription Term when Subscription Fees are payable.

8.3 For Professional Services, Service Provider shall submit invoices to Customer under each Statement of Service.

8.4 Unless otherwise set forth in the applicable Statement of Service, Customer shall pay the amounts payable to Service Provider hereunder within thirty (30) days of receipt of invoices submitted by Service Provider. Any invoice remaining unpaid for more than thirty (30) days from receipt shall accrue interest at a rate of the lesser of two percent (2%) per month or the highest rate allowed by Applicable Law. In addition, Service Provider shall be entitled to all costs of collection, including reasonable attorneys fees, in connection with obtaining payment from Customer with respect to any unpaid invoice, other amounts due to Service Provider, or otherwise enforcing its rights hereunder. In the event of any good faith dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Upon resolution of the disputed portion, any amounts owed to Service Provider shall be paid with interest at the rate set forth above, accruing from the date such amounts were originally due.

8.5 Unless provided otherwise in a Statement of Service, Service Provider shall be reimbursed by Customer for all reasonable expenses incurred by Service Provider in the performance of Professional Services on-site, including, but not limited to, travel and lodging expenses, communication charges and other reasonable supplies. Service Provider's then-current expense guidelines will apply. Service Provider shall charge 50% of the Service Fees for all travel time. Air travel in the United States shall be booked economy class and travel to outside the United States shall be booked business class.

8.6 All payments hereunder or under any Statement of Service shall be paid in United States dollars.

8.7 All Fees are exclusive of taxes. If Service Provider determines that any payment or transaction hereunder is subject to a tax which it is obligated to collect, then such tax shall be included in the applicable invoice in addition to the Fees set forth on the Statement of Services. Customer agrees to pay any taxes applicable to Customer's use of the Subscription Services and to Service Provider's performance of Professional Services. Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on the Property or any other property it owns or leases.

8.8 Service Provider reserves the right to suspend Services if any payment due to Service Provider is not received in full by the applicable due date.

Section 9

PROPRIETARY RIGHTS

9.1 As between the parties, title in and to the Platform, Documentation, Templates, Services, Service Provider Content, and Aggregate/Anonymous Data shall always remain with Service Provider, and Customer shall not acquire any interest therein except the limited right to access and use the Platform and receive Services as expressly provided in these Terms & Conditions. Service Provider's trademarks may not be used without Service Provider's prior written permission.

9.2 As between the parties, title to the Customer Data, Tenant Data, and Derived Data shall always remain with Customer, and Service Provider shall not acquire any interest therein except the limited right to process Customer Data and Tenant Data pursuant to these Terms & Conditions as required to perform the Services and generate Derived Data. Service Provider will only use Customer Data, Tenant Data, and Derived Data in order to provide the Services to Customer and only as permitted by applicable Data Protection Laws and these Terms & Conditions.

9.3 Customer hereby grants Service Provider a non-exclusive paid-up right and license, with the right to sublicense to Service Provider Contractors, to use, copy, modify and prepare derivative works of Customer Data and Tenant Data, as necessary to perform the Services hereunder and generate Derived Data. All comments and suggestions provided by Customer with respect to the Services shall be Service Provider's Confidential Information and Service Provider shall own all rights to such comments and suggestions and may use and incorporate them into the Services without payment or attribution to Customer.

9.4 Service Provider hereby grants Customer, contingent upon payment of the applicable Fees, a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables for Customer's internal business only. To the extent any Deliverable contains Service Provider Confidential Information, such Deliverable remains subject to Section 9.5 below. All other Intellectual Property Rights in and to the Deliverables remain the property of and/or are assigned to Service Provider. In no event shall Service Provider be precluded from developing for itself, or for others, materials which are competitive with, or similar to, any Deliverables provided to Customer. In addition, Service Provider shall be free to use its Templates, general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are used in the course of providing the Services with any other engagement to provide similar services to other customers. The parties agree that Service Provider has the right to provide services to other third parties, and nothing in these Terms & Conditions shall be interpreted to limit Service Provider's rights to use the Service Provider Content and the Documentation with respect to any such other engagements.

9.5 The parties agree that during the term of these Terms & Conditions, each party may disclose to the other Confidential Information. Each party agrees not to disclose, copy, modify, distribute or otherwise transfer the other party's Confidential Information, or any part thereof, to any other person or entity at any time, except as specifically permitted by these Terms & Conditions. Each party has the right to disclose the Confidential Information of the other party only to its authorized Representatives who have a specific need to know in order to perform that party's obligations hereunder, but each party shall be responsible for all of its Representatives' actions with respect to the other party's Confidential Information. Each party shall use the other party's Confidential Information only to fulfill its obligations hereunder, and not for any other purpose. Upon request, each party shall immediately return to the other party the originals and all copies of any Confidential Information of the other party. The obligations and restrictions set forth in this Section 9.5 shall not apply to any Confidential Information that falls within any of the following exceptions, provided the receiving party produces credible written evidence to establish that such information:

- (a) is or becomes part of the public domain without breach of these Terms & Conditions by the receiving party;
- (b) is lawfully in the possession of a receiving party prior to receiving it from the disclosing party;
- (c) is independently developed by or for a receiving party completely apart from the disclosures hereunder;
- (d) is received from a third party who lawfully acquires such information without restriction, and without breach of these Terms & Conditions by a receiving party; and/or
- (e) is released pursuant to a binding court order or government regulation, provided that the receiving party delivers a copy of such order or action to the other party and cooperates with the other party if it elects to contest such disclosure.

Section 10

TENANT DATA

10.1 Service Provider shall process Personal Information of Tenants in accordance with all Data Protection Laws. Service Provider shall take commercially reasonable technical and organizational measures that are necessary to protect against the unauthorized or unlawful processing of or the unauthorized or unlawful disclosure of such Personal Information.

10.2 Customer agrees that, notwithstanding anything in these Terms & Conditions to the contrary, Service Provider may, subject to all restrictions and consent requirements established by Data Protection Laws, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all Tenant Data collected, compiled, accessible, produced, or received under or in connection with these Terms & Conditions or the Services, solely for the following purposes: (i) to perform, provide, or make available the Services to Customer or as otherwise expressly permitted or required by these Terms & Conditions; (ii) for legal, accounting and regulatory purposes of Service Provider and its successors and assigns, including, without limitation, (1) to respond to disputes by Customer or any Tenant; (2) to provide copies of a Tenant's file to such Tenant upon request; (3) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (4) to respond to court, regulatory agency, or other subpoenas or orders; or (5) to respond to inquiries or requests for information from Customer or the Tenant with respect to whom the information relates; (iv) as instructed, agreed, consented to, or authorized by Customer; or (v) as instructed, agreed, consented to, or authorized by the Tenant with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their Personal Information, including without limitation, in connection with services developed or offered by Service

Provider outside the scope of these Terms & Conditions so long as Service Provider complies with all applicable legal requirements; (vi) to the purchaser of or successor to all or substantially all of the assets or business of Service Provider, or all or substantially all of the assets or business of Service Provider used in provision of any of the Services; or (vii) to send to Customer or the Tenant with respect to whom the information relates personnel announcements, updates, notices, and information regarding the Services, including but not limited to, important updates and notices regarding maintenance or downtime.

10.3 Notwithstanding anything contained in these Terms & Conditions to the contrary, Service Provider may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, and process Aggregate/Anonymous Data, in its sole discretion, without restriction and without crediting or compensating Customer or any other person or entity, including, without limitation, for Service Provider's internal business purposes and for purposes of creating and distributing to others reports, data products, papers, and analyses.

10.4 In the event (i) an unauthorized third party gains or obtains physical or electronic access to any of Service Provider's servers or equipment on which Tenant Data resides; (ii) any Tenant Data is subject to any unauthorized use, disclosure, loss, theft or damage; and/or (iii) any Tenant Data is reasonably believed to have been compromised, disclosed, accessed, lost or damaged (collectively "Unauthorized Access"), then Service Provider will promptly notify Customer in writing of the Unauthorized Access, but no later than seventy-two (72) hours after Service Provider learns of the Unauthorized Access. The parties also agree that in the event an Unauthorized Access as described in subclauses (ii) or (iii) above occurs, Service Provider shall comply with applicable legal requirements regarding notification of affected Customers.

10.5 Customer shall notify Service Provider of any restriction to the use or disclosure of Tenant Data that Customer has agreed to, to the extent that such restriction may affect Service Provider's access to Tenant Data and right or ability to perform Services under these Terms & Conditions. Customer shall notify Service Provider of any changes in or revocation of permission by an individual to use or disclose his, her, or its Tenant Data, if such change or revocation may affect Service Provider's access to such Tenant Data and right or ability to perform Services under these Terms & Conditions.

10.6 Service Provider shall only access the Tenant Data in a manner that is consistent with these Terms & Conditions and its Privacy Policy, and only in connection with performing the Services. Without limiting any other obligation of Service Provider hereunder, Service Provider and Company agree that:

(a) Service Provider shall comply with all Data Protection Laws in its provision of the Services and processing of Tenant Data. To the extent any Personal Information is collected from Customer or a Tenant by Service Provider in connection with the Services, Service Provider is prohibited from retaining, using, or disclosing such Personal Information other than as set forth in these Terms or Conditions or the Statement of Services, including retaining, using, or disclosing such Personal Information for a Commercial Purpose other than performing the Business Purposes. The foregoing does not constitute an admission that any sharing of Personal Information constitutes a Sale.

(b) For purposes of this section 10.6, the terms "Business," "Business Purpose," "Commercial Purposes," "Personal Information," "Sell," "Sale," and "Service Provider" have the meanings defined in the California Consumer Privacy Act.

10.7 Notwithstanding anything to the contrary herein, Service Provider reserves the right at all times to disclose any information as necessary to satisfy its obligations under Applicable Law.

Section 11

TERM AND TERMINATION

11.1 The term of these Terms & Conditions shall begin on the date hereof and continue until the later of (i) all Services under all Statements of Service hereunder being completed in full and no new Statements of Service being entered into between the parties; or (ii) the termination of the Subscription Term in accordance with these Terms & Conditions or the Statement of Services.

11.2 The Statement of Services may be terminated by Service Provider immediately upon notice upon the occurrence of any of the following: (i) the failure by Customer to pay any amount due hereunder by the due date therefor, and failure to cure such breach within ten (10) days after Service Provider's written notice; (ii) the breach by Customer of any provision of these Terms & Conditions, and failure to cure such breach within thirty (30) days after Service Provider's written notice; (iii) Customer's or its Representatives violation of Section 6.5 above; (iv) the cessation of business by Customer; or (v) Customer's assignment of Customer's business for the benefit of creditors, a petition in bankruptcy is filed by or against Customer, a receiver, trustee in

bankruptcy, or similar officer is appointed to take charge of the Property or any other part of Customer's property, or Customer is otherwise adjudicated as bankrupt.

11.3 Service Provider may suspend any User's access to any or all Subscription Services without notice for use of the Subscription Services (i) in a way that violates Applicable Law or the terms of these Terms & Conditions, including without limitation Section 6.5 above; (ii) subjecting it to or involving denial of service attacks or other disruptive activity; (iii) that creates a security vulnerability for the Subscription Services or others; (iv) that consumes excessive bandwidth; or (v) that causes harm to Service Provider or others. Service Provider may suspend or unenroll any Tenant from the Services (a) upon request of such Tenant; or (b) if such Tenant does not provide reasonable cooperation as necessary to provide the Services with respect to such Tenant. Nothing in this clause limits Service Provider's right to terminate the applicable Statement of Service or these Terms & Conditions as permitted above.

11.4 Upon termination or lapse of these Terms & Conditions, or termination of all Statements of Service under which Customer obtained rights to use the Subscription Services, whichever is earlier, provided that Customer is current in payment of all Fees due hereunder to Service Provider, Service Provider will provide Customer with temporary access to the Platform to retrieve all Customer Data, Tenant Data and Derived Data stored on the Subscription Services for up to a period of thirty (30) days after termination or expiration of these Terms & Conditions. Notwithstanding the foregoing, Service Provider may withhold access to the Platform until Customer's payment in full of all fees due to Service Provider hereunder. Upon the lapse of the thirty (30) day period after termination or expiration of these Terms & Conditions, or termination of all Statements of Service under which Customer obtained rights to use the Subscription Services, whichever is earlier, Service Provider will have no obligation to maintain the Customer Data, Tenant Data and Derived Data and may, unless legally prohibited, delete all Customer Data, Tenant Data and Derived Data in Service Provider's systems or otherwise in Service Provider's control.

11.5 Notwithstanding any termination or expiration, the following Sections of this Terms & Conditions shall survive and continue in full force and effect despite termination or expiration of the Statement of Services: Section 1 (Definitions); Section 8 (Fees and Billing); Section 9 (Proprietary Rights); Section 11 (Term and Termination); Section 12 (Indemnification); Section 14 (Disclaimers and Limitations); and Section 15 (Miscellaneous).

11.6 All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

Section 12 INDEMNIFICATION

12.1 Service Provider shall defend, indemnify, and hold harmless Customer and its respective Affiliates, and each of their Representatives, from, against, for, and in respect of any and all Losses to the extent arising out of any claim or allegation that Service Provider's Platform, proprietary technology or any materials, content, information or Deliverables furnished by Service Provider hereunder infringes any US patent, copyright, trademark or other third party Intellectual Property Right; provided that the foregoing indemnification obligation shall not apply to the extent that any particular loss is a result of any matter for which Customer is obligated to indemnify Service Provider.

12.2 Customer shall defend, indemnify, and hold harmless Service Provider and its respective Affiliates, and each of their Representatives, against all Losses arising out of or in connection with: (i) Customer's use of any Deliverables and all consequences of such use; (ii) Customer's transactions and business with Tenants or any Customer Contractors; (iii) negligence or willful misconduct of Customer or any Customer Contractor incident to the Customer's obligations under these Terms & Conditions; (iv) Customer's breach of any of its representations or warranties in these Terms & Conditions; (v) the use, interoperation, or defect or fault, with respect to any Third Party Equipment; or (vi) Customer's violation of Applicable Law.

12.3 The parties' indemnification obligations under this section are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that

adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party, which shall not be unreasonably withheld or delayed.

Section 13

REPRESENTATIONS AND WARRANTIES

13.1 Each party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into these Terms & Conditions and Statements of Service; (ii) the individual executing the Statement of Services on behalf of a party has the authority to bind such party to these Terms & Conditions and the Statement of Services, (iii) the execution, delivery, and performance of these Terms & Conditions and Statements of Service are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding Terms & Conditions of such party; and (vi) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder.

13.2 In addition to the representations and warranties set forth in Section 13.1, Service Provider represents and warrants to Customer that the Professional Services and Support Services will be performed in a professional and workmanlike manner.

13.3 In addition to the representations and warranties set forth in Section 13.1, Customer represents and warrants to Service Provider that: (i) Customer has the right to provide to Service Provider the Customer Data and Tenant Data in accordance with these Terms & Conditions; and (ii) Customer's use of the Services and the Platform complies with Applicable Law.

Section 14

DISCLAIMERS AND LIMITATIONS

14.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT MAKE ANY WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, CONCERNING SERVICES AND DELIVERABLES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABILITY QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULARLY, SPECIFIC OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICES, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICES, SERVICE PROVIDER CONTENT, OR THE PROFESSIONAL SERVICES FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND ANY AND ALL SERVICE PROVIDER CONTENT AND DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SERVICE PROVIDER MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES OR DELIVERABLES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SERVICE PROVIDER DISCLAIMS ALL LIABILITY WITH RESPECT TO THIRD PARTY EQUIPMENT THAT CUSTOMER USES. SERVICE PROVIDER'S LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THESE TERMS & CONDITIONS.

14.2 TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), RELATING TO THESE TERMS & CONDITIONS, THE SERVICES, THE BREACH THEREOF, THE USE OR INABILITY TO USE ANY DELIVERABLES, THE RESULTS GENERATED FROM THE USE OF DELIVERABLES, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND), IN CONNECTION WITH OR RELATED TO THE SERVICES, THESE TERMS & CONDITIONS, OR ANY STATEMENT OF SERVICES SHALL IN NO CIRCUMSTANCE EXCEED TWO (2) TIMES THE TOTAL AMOUNTS CUSTOMER HAS ACTUALLY PAID FOR THE SUBSCRIPTION SERVICES UNDER THE APPLICABLE STATEMENT OF SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

14.3 EXCEPT FOR ACTIONS FOR NONPAYMENT OR BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Section 15

MISCELLANEOUS

15.1 These Terms & Conditions shall be governed by, and construed in accordance with, the internal laws of the State of California, and without regard to the United Nations Convention on the International Sale of Goods. Any proceeding related to these Terms & Conditions shall be brought only in a court of competent jurisdiction located in San Diego County, California, and each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these Terms & Conditions or the transactions relating to its subject matter.

15.2 The relationship between Service Provider and Customer is only that of independent contractors. Neither party is the agent or legal representative of the other party, and neither party has the right or authority to bind the other party in any way. Nothing in these Terms & Conditions shall be deemed or construed by the parties or any other entity to create an agency, partnership or joint venture between Service Provider and Customer.

15.3 These Terms & Conditions, together with all Statements of Service which will be attached hereto, from time to time following mutual execution thereof, constitutes the entire Terms & Conditions between the parties hereto with respect to the subject matter hereof and supersedes all prior Terms & Conditions and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

15.4 These Terms & Conditions may be updated or amended by Ivy from time to time for legal, regulatory, commercial or security reasons, or to enable or ensure appropriate delivery of the Services (collectively, "Modifications"). Any such Modifications shall be deemed accepted upon Customer's receipt of notice of such change; provided, that Customer objects may provide notice of any objection to the Modifications to legal@ivy-energy.com within thirty (30) days of such notice, and the Parties will engage in good faith efforts to come to mutual agreement. In the event that Customer does not agree to the Modifications, Service Provider shall have the right, at its sole discretion, to terminate these Terms and Conditions and any Statements of Service immediately upon notice.

15.5 A failure of either party to these Terms & Conditions to enforce at any time any of the provisions of these Terms & Conditions, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other term or condition hereof.

15.6 These Terms & Conditions and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer shall not assign or transfer these Terms & Conditions, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of Customer's assets, change of control or operation of law, without the prior written consent of Service Provider, which will not be unreasonably withheld; provided that Customer shall be permitted to assign its interest under these Terms & Conditions to an Affiliate of Customer to whom ownership of the Property has also been transferred. Service Provider may assign these Terms & Conditions to any Affiliate or in the event of merger, reorganization, sale of all or substantially all of Service Provider's assets, change of control or operation of law. Nothing in these Terms & Conditions, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of these Terms & Conditions.

15.7 In the event that any one or more provisions of these Terms & Conditions or a Statement of Service shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of these Terms & Conditions or Statement of Service, as the case may be, shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforced as so modified.

15.8 These Terms & Conditions are a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to these Terms & Conditions. If Customer is located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern these Terms & Conditions or the rights and obligations of the parties under these Terms & Conditions.

15.9 Except for payment obligations due hereunder, neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemics or delays caused by pandemics, or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

15.10 Headings are provided for convenience only and shall not be construed to alter the meaning of any provision.

15.11 Customer irrevocably grants Service Provider the right to identify Customer as a customer of Service Provider and to add Customer's name and company logo to Service Provider's customer list and to publish such customer list on Service Provider's website and in online advertisements and in other media.

15.12 These Terms & Conditions shall be deemed to have been drafted jointly by the parties hereto, and no rule of construction or other inference or interpretation against any party shall be made or invoked respecting the authorship of these Terms & Conditions.

15.13 All notices or other communications required or permitted to be given or delivered under these Terms & Conditions shall be in writing or email and shall be deemed given to a party if delivered by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally-recognized courier, to the address set forth above or to such other address or person as either party may from time to time designate to the other in writing or by email. Any such notice or other communication shall be deemed to be given five (5) days after its being deposited in the United States mail, or one (1) day after being deposited with a nationally recognized courier for overnight delivery or upon delivery if by email.