

Account Holder Authorization and Agreement¹

This Account Holder Authorization and Agreement (this “Agreement”) sets forth terms and conditions pursuant to which E Source Companies LLC (“E Source”) provides an integrated energy data resource online platform (“IEDR Platform”) that contains utility billing and energy usage data. The IEDR Platform facilitates a service as set forth below that allows you to share data regarding your customer account, contact information, utility billing, and energy usage data (“Customer Data”) through your account with your utility provider (“Utility”) with certain third parties authorized by You (“Authorized Parties”) (the “Service”).

Prior to your use of the Service or the IEDR Platform, you must indicate your acceptance of this Agreement. By clicking “Agree”, you indicate that you have read, understand, and agree to this Agreement. If you use the Service or the IEDR Platform on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant to E Source that you have the authority to do so. In such case, “you” and “your” will refer to that organization. E Source and you are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.” Accordingly, the Parties agree as follows:

1. Use of the Service or the IEDR Platform. By accepting this Agreement:

- a. you acknowledge and agree to the terms and conditions of this Agreement, the Terms of Use available at [URL], and the Privacy Policy available at [URL];
- b. you represent and warrant to E Source that you are the customer of record of the applicable utility account and are fully authorized to give instructions and consents in connection with the account and the Customer Data;
- c. you acknowledge and agree that the purpose of the Service is to transmit your Customer Data to Authorized Parties, and you hereby authorize E Source and the Utility to make such disclosure through the IEDR Platform. The Service is optional and you may revoke the authorization provided by the prior sentence at any time by using the “Revoke” function within the Service. You recognize, however, that once your Customer Data has been shared with an Authorized Party, E Source will have no control over, and will not monitor, such Authorized Party’s management or use of your Customer Data. Similarly, revocation of such authorization will not result in any Authorized Parties returning or destroying your Customer Data. If you decide to share your Customer Data with any third parties, you do so entirely at your own risk; and
- d. **AND BY AGREEING TO ALLOW E SOURCE TO DISCLOSE CUSTOMER DATA TO AN AUTHORIZED PARTY, (I) YOU HEREBY RELEASE, DISCHARGE, AND WAIVE ALL RIGHTS THAT YOU HAVE OR THAT MAY ACCRUE IN THE FUTURE AGAINST E SOURCE, ITS SUBCONTRACTORS, AND YOUR UTILITY COMPANY RELATING TO YOUR AGREEMENT TO ALLOW THE DISCLOSURE OF CUSTOMER DATA TO AN AUTHORIZED PARTY (INCLUDING AN AUTHORIZED PARTY’S USE, MISUSE, OR UNAUTHORIZED DISCLOSURE OF SUCH CUSTOMER DATA), INCLUDING BASED ON BREACH OF CONTRACT, BREACH OF EXPRESS AND/OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, NEGLIGENT**

¹ This Agreement was adopted by the Commission Order dated April 15, 2021.

MISREPRESENTATION, AND GROSS NEGLIGENCE, (II) YOU AGREE TO FOREVER REFRAIN FROM INSTITUTING, INITIATING, PROSECUTING, MAINTAINING, OR VOLUNTARILY PARTICIPATING IN ANY LAWSUIT, CLAIM, LITIGATION, DEMAND, CAUSE OF ACTION, OR OTHER PROCEEDING IN ANY JURISDICTION OR FORUM AGAINST E SOURCE, ITS SUBCONTRACTORS, OR YOUR UTILITY COMPANY RELATED TO SUCH DISCLOSURE OR THE AUTHORIZED PARTY'S USE, MISUSE OR UNAUTHORIZED DISCLOSURE OF SUCH CUSTOMER DATA, AND (III) YOU WILL LOOK ONLY TO AN AUTHORIZED PARTY FOR RECOURSE REGARDING THAT AUTHORIZED PARTY'S USE, MISUSE, OR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA. THE RELEASES, WAIVERS, AND COVENANTS NOT TO SUE IN THIS PARAGRAPH SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

2. License to Customer Data. You grant E Source and its licensors a worldwide, non-exclusive, perpetual, non-expiring and transferable license to access, use, copy, and provide to Authorized Parties the Customer Data for any reason related to the Service or the IEDR Platform.

3. Term and Termination.

- a. The term of this Agreement commences when you click "Agree", and continues as long as you are using the IEDR Platform, unless and until terminated as set forth below or you permanently cease use of the IEDR Platform.
- b. E Source may terminate this Agreement at any time and for any reason.
- c. Termination of this Agreement shall not result in the automatic revocation of the license granted in Section 2. In the event of termination of this Agreement, you are required to follow the process set forth in Section 1.c to revoke any authorization granted prior to termination.
- d. You acknowledge and agree that E Source and any Authorized Parties will continue to have the right to use the Customer Data as set forth herein.

4. Disclaimer of Warranties. THE SERVICE AND THE IEDR PLATFORM ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND. E SOURCE AND THE UTILITY HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND THE IEDR PLATFORM, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, RELIABILITY, SECURITY, ABSENCE OF VIRUSES OR ERRORS, AND NON-INFRINGEMENT. IN ADDITION, E SOURCE AND THE UTILITY MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, ACCURACY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE OF ANY OF THE UTILITY DATA TRANSMITTED THROUGH THE SERVICE OR THE IEDR PLATFORM. ALL SUCH DATA IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICE, YOUR USE OF THE IEDR PLATFORM, AND THE AUTHORIZED DISCLOSURE OF CUSTOMER DATA.

5. Indemnification. You will defend, indemnify, and hold harmless E Source, Authorized Parties, and its and their subsidiaries, affiliates, officers, directors, employees, agents, and licensors, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) arising from or related to (i) your non-compliance with applicable laws, (ii) your actual or alleged breach or violation of this Agreement, (iii) your use of the Services and the IEDR Platform, and (iv) E Source's or the Authorized Parties use of or reliance on the Customer Data as permitted under this Agreement.

6. Limitation of Liability. YOU AGREE THAT NEITHER E SOURCE OR THE UTILITY, NOR ANY OF ITS OR THEIR SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, OR FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, AND REGARDLESS OF WHETHER THE CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH (i) THIS AGREEMENT, (ii) YOUR USE OF THE SERVICE OR THE IEDR PLATFORM, (iii) ANY USE OR RELIANCE UPON CUSTOMER DATA OR OTHER INFORMATION CONTAINED IN OR ACCESSED FROM THE SERVICE OR THE IEDR PLATFORM, OR (IV) THE DISCLOSURE OF CUSTOMER DATA TO AUTHORIZED PARTIES, WHETHER OR NOT E SOURCE, THE UTILITY, OR ANY OF ITS OR THEIR SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. FURTHER, E SOURCE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AT ANY TIME \$100. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Hyperlinks. References or hyper-text links in the Service or the IEDR Platform to any sites, names, marks, products or services of any Authorized Party or other third party are provided solely as a convenience to you and do not in any way constitute or imply E Source's endorsement or recommendation of such other party or its products or services. E Source does not provide any assurances regarding third-party products or services or the content or accuracy of any material on such third party sites, including those of Authorized Parties. If you click on any such links and leave the IEDR Platform, you will be subject to the Authorized Party or third party's terms and conditions regarding their products and services, including their terms of service and privacy policy.

8. Governing Law. This Agreement and any dispute, proceeding, or claim of any nature arising out of or in any way relating to this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules, and the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in New York, New York, state and/or federal, in all matters arising out of or in any way relating to this Agreement.

9. Assignment. This Agreement shall not be transferred or assigned, in whole or in part, by you without the prior written consent of E Source. E Source may transfer its rights and obligations under this Agreement in conjunction with (i) a sale of all or substantially all of its assets or equity, or (ii) a merger or similar transaction; provided that the acquiring or resulting entity agrees in writing to be bound by this Agreement. Any purported assignment in violation of this Section is void.

10. Miscellaneous. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by applicable law. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. All notices must be in writing and sent to the other Party through the contact information provided. Any notice shall be transmitted in person, by commercial overnight courier, or by registered or certified US mail, return receipt requested. Notices shall be deemed effective upon receipt. Nothing shall be construed as creating a partnership, joint venture, agency or any other relationship. This Agreement are not made for, and shall not benefit or create any right or cause of action in favor of or for the benefit of, any person or entity other than E Source and you. This Agreement embodies the entire understanding between the Parties regarding its subject matter and supersedes any and all prior understandings, arrangements, and agreements, whether oral or written, relating to the subject matter hereof. Other than E Source's updates

to the Terms of Use or Privacy Policy as set forth therein, this Agreement shall not be modified or amended except by a written document executed by both Parties.