

GRID STATUS TERMS OF USE

Last Updated: April 21st, 2024

These Terms of Use, along with any applicable Order Form and all supplemental terms that may be presented to you for your review and acceptance (collectively, the "Agreement"), is a binding agreement between you ("you," "your," or "Licensee") and Grid Status Inc. ("Grid Status"). This Agreement governs your access to, and use of, the Grid Status website, API, and proprietary database (collectively, "the Services").

BY ACCESSING OR USING, SUBSCRIBING TO, PURCHASING A SERVICE PLAN, CHECKING A BOX, OR OTHERWISE INDICATING YOUR ACCEPTANCE TO USE THE SERVICES, YOU HAVE ACCEPTED THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, USE, OR SUBSCRIBE TO THE SERVICES AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, ANY DATA MADE AVAILABLE TO YOU THROUGH THE SERVICES.

Grid Status may change these terms from time to time at its sole discretion, and if it makes any material changes, it will attempt to notify you by sending you an email to the last email address you provided to Grid Status and/or posting a notice on Grid Status's website. Any material changes to these terms will be effective upon the next renewal date of the Agreement pursuant to the applicable Order Form. If you disagree with any changes to the Agreement, you must terminate your use of the Services.

1. LICENSE GRANT; OWNERSHIP.

1.1 License Grants to Services and API.

- 1.1.1 Subject to the terms and conditions of this Agreement, Grid Status hereby grants you a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Services for your internal use and for the purpose of creating Licensee Materials (as defined below) (the "**Permitted Uses**").
- 1.1.2 To the extent you access the Services using Grid Status's API, Grid Status hereby grants you a non-exclusive, non-transferable, revocable, right to request API solely for the purpose of obtaining and using the Services for the Permitted Uses.

1.2 **Use Restrictions.** You may only use the Services for the Permitted Uses. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Grid Status. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement or in an Order, you may not at any time, directly or indirectly:

- Access or use the Services for purposes of competitive analysis of the Data, the development, provision, or use of a competing service or product or any other purpose that is to Grid Status's detriment or commercial disadvantage;
- Copy, modify, or creative derivative works of the Services, in whole or in part (except for creating Licensee Materials);
- Rent, lease, lend, or sell the Services for commercial purposes;
- Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the data or methods used to create the Services, in whole or in part;
- Remove any proprietary notices included within the Services;
- Publish, enhance, or display any compilation or directory based upon information derived from the Services; or
- Use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2. DELIVERY; ACCESS AND SUSPENSION.

2.1 **Access Method.** You may access the Services through Grid Status's website, integrated service platform, online portal, or via API (together, the "**Portal**").

2.2 **API Key.** You must obtain an API Key through the registration process available at www.gridstatus.io to use and access the API. You may not share the API Key with any third part, must keep the API Key and all log-in information secure, and must use the API Key as your sole means of accessing the API. The API Key may be revoked at any time by Grid Status.

2.3 **Usage Data.** Grid Status may collect and use certain anonymized information relating to your use of the Services that is automatically collected and reported by the API or Portal ("**Usage Data**") for security, support, product and operations management, and research and development. By accessing, using, and providing information to or through the API or the Portal, you consent to all actions taken by Grid Status with respect to your Usage Data.

2.4 **No Support.** Licensee understands and acknowledges that the Services may not be supported and may be changed at any time, including in a manner that reduces functionality or usage capacity.

2.5 **Suspension.** Grid Status may temporarily suspend your access to any portion or all of the Services if: (i) your use of the Services disrupts or poses a security risk to Grid Status's operations; (ii) you use the Services for any fraudulent or illegal activity; (iii) Grid Status's provision of the Services to you is prohibited by applicable law; (iv) any vendor or data source of Grid Status has suspended or disrupted Grid Status's access to or use of any third-party services, products, or data sources required to enable you to access the Services; (v) if you use the Services for any purpose other than the Permitted Uses listed in Section 1.2 or those set forth in any other service-specific terms and conditions offered to you by Grid Status; or (vi) for any other reason within Grid Status's sole discretion.

3. PAYMENT AND FEES.

3.1 **Fees.** You shall pay Grid Status the fees ("**Fees**") set forth in your service plan order form. If you fail to make any payment when due, Grid Status may prohibit access to the Services until all past due amounts have been paid, without incurring any obligation or liability to you or any other person by reason of such prohibition of access to the Services. Except as otherwise specified herein or in an order form, payment obligations cannot be cancelled and fees paid are non-refundable.

3.2 **Taxes.** All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on Grid Status's income.

3.3 **Payment Methods.** In the event you purchase access to the Services through a paid service plan, and unless the parties agree to an alternate method of payment, you must provide one or more current, valid, accepted methods of payment associated with your user account. Grid Status may authorize your payment method in anticipation of any service-related charges.

3.4 **Changes to Fees.** Grid Status reserves the right to change any service plans, required payment methods, or adjust pricing for the Services in any manner and at any time as Grid Status may determine in its sole discretion. Except as otherwise expressly provided for in this Agreement, any price changes or plan changes will take effect following notice to you.

4. INTELLECTUAL PROPERTY OWNERSHIP.

4.1 **Service and Data Ownership.** Licensee acknowledges that, as between Grid Status and Licensee, Grid Status owns all right, title, and interest, including all intellectual property rights, in and to the Services, including any data made available through the Services (the "Data"). Licensee further acknowledges that: (a) all Data is an original compilation protected by United States copyright laws; (b) Grid Status has dedicated substantial resources to collect, manage, and compile the Data; and (c) the Data constitutes trade secrets of Grid Status.

4.2 **Licensee Materials.** Subject to the attribution requirement set forth in Section 4.4, you may use the Data, including combining it with other data sources, to create derivative works that are sufficiently different from the Data, so that such derivative works cannot be reverse engineered or otherwise identified from analysis or further processing of such materials, or used in a manner that directly or indirectly competes with the Data or any of Grid Status's services ("**Licensee Materials**"). You shall own all right, title, and interest, including all intellectual property rights, in and to the Licensee Materials.

4.3 **Feedback.** If you, or any of your employees, contractors, and agents sends or transmits any communications or materials to Grid Status by mail, email, telephone, or otherwise, suggesting or recommending changes to the API, the Portal, or the Data, including without limitation, new data sources, features, or functionalities, or any comments, questions, or suggestions ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and Grid Status is free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, provided, however, that Grid Status is not required to use any Feedback.

4.4 **Attribution Requirement.** Unless otherwise stated in any service-specific terms and conditions or a service plan order form, the Licensee is obligated to attribute the source of the Data in any Licensee Materials. The attribution shall read either 'Powered by Grid Status,' 'Data provided by Grid Status,' or employ language that is substantially similar and clearly attributes the data to Grid Status. Where possible, this message shall open a link to <https://www.gridstatus.io/> when clicked or touched. For each initial use of the Data in any Licensee Materials, the Licensee shall also include Grid Status's logo.

5. RELIANCE ON INFORMATION

The Data presented on or through the Services is made available solely for general information purposes. Grid Status does not warrant the accuracy, completeness, or usefulness of the Data. Any reliance you place on such Data is strictly at your own risk. Grid Status disclaims all liability and responsibility arising from any reliance placed on such Data by you, your customers, any other visitor to the website, or by anyone who may be informed of the Data.

6. PUBLICITY AND CUSTOMER LISTS

If you subscribe to or registered for the Services using a business email address, you grant Grid Status permission to include your employer's business name in its marketing and promotional efforts, including customer lists. If you do not wish to grant Grid Status the authority to include your employer's business name in its promotional materials, you may send an opt-out request to contact@gridstatus.io from the email address associated with your account. Upon Grid Status's receipt of such opt-out request, Grid Status agrees to remove your employer's business name from any promotional materials within ten (10) business days.

7. DISCLAIMER OF WARRANTIES

THE SERVICES AND DATA ARE PROVIDED "AS IS" AND GRID STATUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GRID STATUS 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. GRID STATUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT DISRUPTION, 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. INDEMNIFICATION.

You shall indemnify, hold harmless, and, at Grid Status's option, defend Grid Status from and against any Losses resulting from any claims based on your: (i) negligence or willful misconduct; (ii) use of the Services or Data; or (iii) use of any Licensee Materials

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL GRID STATUS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (C) LOSS OF GOODWILL OR REPUTATION, (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER GRID STATUS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL GRID STATUS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO GRID STATUS UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100, WHICHEVER IS GREATER.

10. GENERAL.

This Agreement constitutes the entire agreement between Grid Status and you with respect to the subject matter hereof, and supersedes and replaces all previous agreements, oral or written, between Grid Status and you with respect to such subject matter. This Agreement and any service-specific terms or service plan order forms may be executed in counterparts, all of which shall constitute one and the same instrument. This Agreement and each service plan order form hereunder will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. Any claim or action brought by one of the parties in connection with this Agreement or an Order will be brought in the appropriate Federal or State court located in Cook County, Illinois and the parties irrevocably consent to the exclusive jurisdiction of such court. All notices, requests or other communications or documents to be given under this Agreement shall be in writing and shall be sent to contact@gridstatus.io.