

C4 Energy Storage LLC

Last Updated: July 25, 2024.

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF C4 ENERGY STORAGE'S SERVICE. BY CLICKING "I ACCEPT THE TERMS OF SERVICE," YOU AGREE TO THESE TERMS OF SERVICE (THESE "**TERMS**"). IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY.

1. **SCOPE OF AGREEMENT.** These Terms govern C4 Energy Storage LLC's ("**C4 Energy Storage**") provision of services to you ("**Services**"). The scope of Services includes user input based calculations producing an estimate accessible through <https://app.energystoragesize.com> (the "**Site**"). To use the Services, you will have to request a subscription through the Site ("**Subscription**"). C4 Energy Storage has the right to reject your application for a Subscription in its sole discretion.

2. PROPRIETARY RIGHTS

(a) **License to Services.** Subject to the terms and conditions of these Terms, C4 Energy Storage grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services you select on the Site.

(b) **Restrictions on Use of Services.** The Services are licensed for internal use only. In connection with your use of the Services, you will comply with all applicable laws, rules and regulations. You will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Services; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services; (iii) lend, lease, offer for sale, sell or otherwise use the Services for the benefit of third parties; or (iv) attempt to circumvent any license, timing or use restrictions that are built into the Services. The Services are subject to usage limits, including, for example, the limits on users specified on the Site. Unless otherwise specified, (A) the Services may not be accessed by more than the number of users associated with your Subscription tier, (B) a user's password may not be shared with any other individual, and (C) a user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services. If you exceed a contractual usage limit, C4 Energy Storage may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will be required to upgrade your Subscription for additional quantities of the applicable Services promptly upon our request, and/or pay any applicable Fees for excess usage.

(c) **C4 Energy Storage Ownership of Services.** Except for the limited rights granted in Section 2(a) above, C4 Energy Storage retains all rights, titles, and interests, including all intellectual property rights, in and to the Services. You acknowledge that the Services include C4 Energy Storage's valuable trade secrets and improper use or disclosure would cause C4 Energy Storage irreparable harm. Accordingly, you agree to use the Services solely as authorized in these Terms. You further acknowledge that the license granted pursuant to these Terms is not a sale and does not transfer to you title or ownership of the Services or a copy of

the Services, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HERE UNDER ARE RESERVED TO C4 ENERGY STORAGE.

(c) **Licensee Data and Content.** Subject to the terms and conditions of these Terms, you grant C4 Energy Storage a limited, non-transferable (except pursuant to Section 16(a) below) license to use the information and data entered into the Services by you and/or your personnel, or by any third parties acting on behalf of you or at your request ("**Content**") for the purpose of providing the Services. You represent and warrant that: (i) you own the Content posted by you on or through the Services or otherwise have the right to grant the license set forth in this Section 2(d); (ii) the posting and use of Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Content on the Services does not result in a breach of contract between you and any third party. C4 Energy Storage may use Content in an aggregated and/or anonymized manner for purposes of sales, marketing, business development, product enhancement, customer service, or as otherwise detailed in our Privacy Policy.

3. **USE OF THE SERVICES.** You will (i) be responsible for your (and as applicable, your personnel's) compliance with these Terms, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify C4 Energy Storage immediately of any such unauthorized access and/or use of which you become aware, and (iii) use the Services only in accordance with these Terms and all applicable laws and government regulations. You will not (w) make the Services available to any third party, (x) sell, resell, rent or lease the Services, (y) interfere with or disrupt the integrity or performance of the Services or any third-party data contained on the Services, including, as applicable, the third-party data of your employees, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

4. **FREE TRIAL.** If you register on for a free trial on the Site, C4 Energy Storage will make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Services, or (b) the start date of any purchased Services. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into these Terms by reference and are legally binding. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, DURING THE FREE TRIAL, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

5. FEES

(a) **Fees.** You will pay C4 Energy Storage the fees described on the Site for the Subscription you select during registration (the "**Fees**"). All Fees are due in advance and are based on Services ordered rather than actual usage. Payment obligations are non-cancelable, and fees paid are non-refundable.

(b) **Payment Terms.** Fees must be paid using C4 Energy Storage's third-party payment provider upon registering for Services. If you register for a free trial, at the end of your free trial period you will be asked to provide a payment method to continue using the Services.

(c) **Taxes.** You will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on C4 Energy

Storage's net income. If C4 Energy Storage is required to pay any such taxes based on the licenses granted in these Terms or on your use of the Services, then such taxes will be billed to and paid by you.

6. PROPOSALS. If you use the Services to generate proposals for your clients integrating the results generated by the Services (the "**Results**"), then C4 Energy Storage grants you a license to reproduce and display such proposals and Results.

7. THIRD PARTY WEBSITES. The Services may include links to third-party websites and applications. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risks and we disclaim all liability arising from your use of them.

8. NO RELIANCE. C4 Energy Storage does not broker energy or utility transactions, nor does C4 Energy Storage act as an agent for you or any other user. C4 Energy Storage does not sell, buy, or negotiate the purchase, sale, or exchange of energy. C4 Energy Storage makes no guarantees about the information provided on the Services, including without limitation, that the Results are an accurate representation of energy costs. Specifically, C4 Energy Storage makes no representations about accuracy, reliability, completeness, or timeliness of any contents of the Services, including the Results. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Services. Use the Services at your own risk. The Results are not intended, nor should they be used, as a substitute for tax, business, or other professional advice. While we have made every attempt to ensure that the information contained on the Services has been obtained from reliable sources, C4 Energy Storage is not responsible for any errors or omissions, or for the Results. All information on the Site and in the Services is provided "as is," with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will C4 Energy Storage, its related partnerships or corporations, or the partners, agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in the Services (including the Results) or for any consequential, special or similar damages, even if advised of the possibility of such damages.

9. FEEDBACK. From time to time, you may provide us (either on your own accord or at our request) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Services (collectively, "**Feedback**"). As between you and us, all right, title and interest in and to any such Feedback will be owned by us. You agree that C4 Energy Storage has the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to you.

10. CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that

reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Content; our Confidential Information includes the Services; and Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Content) will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11. TERM AND TERMINATION

(a) **Term of Subscriptions.** The term of each Subscription is one month (the "**Term**"), unless explicitly stated otherwise. Subscriptions renew automatically on a monthly basis until you notify us of your decision to cancel the Subscription. Cancellation will be effective at the end of the then-current Term.

(b) **Termination.** C4 Energy Storage may terminate your Subscription for convenience upon 5 days notice. C4 Energy Storage may terminate your Subscription immediately upon violation of these Terms by the User.

(c) **Effect of Termination.** Upon expiration or termination of these Terms for any reason, the rights, licenses and access to the Services granted to you under these Terms will immediately terminate, and all Fees will become immediately due and payable to C4 Energy Storage.

(d) **Survival.** All terms and provisions of this Agreement, including any exhibits, which by their nature are intended to survive any termination or expiration of these Terms, will so survive.

12. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter these Terms and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) the execution of these Terms by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the party; (d) when executed and delivered by both parties, these Terms will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) it will abide by all applicable federal, state and local laws and regulations with respect to online activities, use of end user data and the products and services offered by each party in connection with these Terms.

13. WARRANTY DISCLAIMER. THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. C4 ENERGY STORAGE MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. C4 ENERGY STORAGE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. C4 ENERGY STORAGE DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

14. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED FEES PAID BY YOU TO C4 ENERGY STORAGE DURING THE ONE YEAR PERIOD PRECEDING THE CLAIM GIVING RISE TO LIABILITY. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

15. INDEMNIFICATION. Each party (“**Indemnifying Party**”) will indemnify, defend and hold the other party (“**Indemnified Party**”) harmless from any claim, action, suit or proceeding made or brought against the Indemnified Party arising out of or related to the Indemnified Party’s breach of any term of these Terms.

16. MISCELLANEOUS

(a) **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written

consent of the other party; provided, however, that C4 Energy Storage may assign these Terms to a parent, affiliate, subsidiary, or successor to its business, if any. Subject to the foregoing, these Terms will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 16(a) will be null and void.

(b) **U.S. Government Rights.** C4 Energy Storage provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with C4 Energy Storage to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

(c) **Export Regulations.** You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“**EAR**”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“**ITAR**”) maintained by the Department of State. Specifically, you covenant that you will not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from C4 Energy Storage under these Terms to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You will indemnify, to the fullest extent permitted by law, C4 Energy Storage from and against any fines or penalties that may arise as a result of your breach of this provision.

(d) **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law the remaining provisions of these Terms will remain in full force and effect.

(e) **Governing Law and Jurisdiction.** These Terms are governed by and construed under the laws of the State of Texas without reference to conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Antonio, Texas, and the parties agree and submit to the exclusive jurisdiction and venue of these courts.

(f) **Modification and Waiver.** Any waiver or modification of these Terms performed by C4 Energy Storage LLC can be made and sustained without notice. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

(g) **Entire Agreement.** These Terms, together with the Subscription order page on the Site, embody the entire understanding of the parties and supersedes any previous or contemporaneous communications, whether oral or written. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you

accept and agree to the changes. You are expected to check this page [from time to time/frequently/each time you access this Website] so you are aware of any changes, as they are binding on you.

(h) Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You are responsible for both:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* [LINK TO PRIVACY POLICY], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.