

AUTOCASE TERMS OF USE AGREEMENT

Welcome to Autocase (“Autocase”), operated by Impact Infrastructure Inc., located at 230 Park Avenue, 3rd floor West, New York, NY 10169 (“Impact Infrastructure,” “we,” or “our”).

By using the website located at autocase.com or carbonsight.com, as well as any subdomains thereof; the related mobile website; and the accompanying software-as-a-service (collectively, the “Service”), you agree to be bound by these Terms of Use (this “Terms of Use” or “Agreement”), whether or not you register as a member of the Service (“Member”). If you wish to become a Member and/or make use of the Service, please read this Agreement. If you object to anything in this Agreement or the Autocase Privacy Policy, do not use the Service. For the sake of clarity, the term Service as used herein does not apply to our Advisory Services, such services which are governed by a separate agreement. Autocase, the software, should be used as it’s intended. As such, an Autocase project constitutes a singular building, with its surrounding site, with its own unique address, square footage, and program. Multiple buildings at a singular location, buildings or sites within a catchment area, or a set of similar buildings or sites should be analyzed as separate projects, and together using the Portfolios view.

For Carbonsight, the software, “projects” are not used, and a license is limited at the Organization level by the number of buildings in a portfolio.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Electronic Agreement. This Terms of Use is an electronic contract that sets out the legally binding terms of your use of the Service. This Terms of Use is subject to change by Impact Infrastructure at any time, effective upon posting on the Service. By accessing and/or using the Service or becoming a Member, you accept this Terms of Use and agree to the terms, conditions and notices contained or referenced herein. Your continued use of the Service following Impact Infrastructure’s posting of revised terms of any section of the Terms of Use will constitute your express and binding acceptance of and consent to the revised Terms of Use.

2. Access and Retention. In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

3. Eligibility. You must be at least eighteen (18) years of age. By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

The Service is also not available to any users who have been previously removed or suspended from the Service.

By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Terms of Use and to abide by all of the terms and conditions of this Terms of Use.

4. License for Service. Subject to your continued compliance with this Agreement and payment of all fees in accordance with Section 10 hereof, Impact Infrastructure grants you a non-exclusive and limited license to use and, as applicable, install the Service during the term of such license corresponding with the period for which a given payment is made (the “License Term”). Unless otherwise specified at the time of purchase, the License Term shall be yearly. Upon the expiration or termination of the License Term, the Service may cease to operate without prior notice. Upon expiration or termination of the License Term, you may not access the Service unless you have renewed the license.

5. Commercial Use of Service. If you are using and/or accessing the Service on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Use;
- b. You have read and understand this Terms of Use; and
- c. You agree to this Terms of Use on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the Service include, but are not limited to, collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Service, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Service in any fraudulent or misleading manner, any automated use of the system, such as scraping the Service, automated scripts, spiders, robots, crawlers, harvesting or data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service, and using the Service in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Service may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Service is with the permission of Impact Infrastructure, which may be revoked at any time, for any reason, in Impact Infrastructure’s sole discretion.

6. Account Security. You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify Impact Infrastructure of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Impact Infrastructure will not be liable for any loss or damage arising from your failure to comply with this provision. 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. If you share your computer with others, you may wish to consider disabling your auto-sign in feature if you have it linked to your Impact Infrastructure account.

7. Your Use of the Service

- a.** You must not copy or capture, or attempt to copy or capture, any content from the Service, unless given express permission by Impact Infrastructure.
- b.** You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any content on or from the Service.
- c.** You must not use any content in any way that is designed to create a separate service or that replicates any part of the offering of the Service.
- d.** You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any content.
- e.** You must not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent your activity on the Service, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Service.
- f.** You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Service or any Content appearing on the Service.
- g.** You must not, and must not permit any third party to, copy or adapt the object code of the Service, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Service, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to content on the Service.
- h.** You must not use the Service to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:
 - i.** any content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in Impact Infrastructure's sole and reasonable discretion;
 - ii.** any information, content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
 - iii.** any content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in Impact Infrastructure's sole and reasonable opinion;
 - iv.** any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Service or servers or networks forming part of, or

- connected to, the Service, or which does or might restrict or inhibit any other user's use and enjoyment of the Service; or
- v. any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
 - i. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.
 - j. You must not rent, sell or lease access to the Service, or any content on the Service.
 - k. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.
 - l. You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any Impact Infrastructure employee. If Impact Infrastructure determines that any user has threatened, stalked, harassed, or verbally abused any Impact Infrastructure employee or another Autocase Member, Impact Infrastructure reserves the right to immediately terminate that user's membership and suspend access to the Service.
 - m. You must not sell or transfer, or offer to sell or transfer, any Autocase account to any third party without the prior written approval of Impact Infrastructure.
 - n. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.
 - o. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Impact Infrastructure; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Impact Infrastructure's servers, system or network or attempt to breach Impact Infrastructure's data security or authentication procedures; attempt to interfere with the Service by any means including, without limitation, hacking Impact Infrastructure's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Impact Infrastructure under these Terms of Use, Impact Infrastructure reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that Impact Infrastructure has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

8. Representations and Warranties.

You hereby represent and warrant to Impact Infrastructure as follows:

- a. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use, and (if and

where relevant) to authorize Impact Infrastructure to use, Your Content pursuant to these Terms of Use, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the, any and all Services and any third party services.

b. Your Content and the availability thereof on the Service does not and will not infringe or Service violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.

c. Your Content is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation.

d. Your Content does not and will not create any liability on the part of Impact Infrastructure, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

e. All information provided by you, including without limitation Your Content and any information posted through your account, is accurate and up-to-date.

Impact Infrastructure reserves the right to remove Your Content, suspend or terminate your access to the Service and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

9. You Bear Risk of Upload. Impact Infrastructure uses reasonable security measures in order to attempt to protect any content or information that you upload, including without limitation any information, photographs or other images, or intellectual property (collectively, "Your Content"). However, Impact Infrastructure cannot guarantee that there will be no unauthorized copying or distribution of Your Content nor will Impact Infrastructure be liable for any copying or usage of Your Content not authorized by Impact Infrastructure. You hereby release and forever waive any claims you may have against Impact Infrastructure for any such unauthorized copying or usage of Your Content, under any theory of liability. THE SECURITY MEASURES TO PROTECT YOUR CONTENT USED BY IMPACT INFRASTRUCTURE HEREIN ARE PROVIDED AND USED "AS-IS" AND WITH NO WARRANTIES OR ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES. IF YOU DO NOT WISH FOR YOUR CONTENT TO BE PUBLIC, DO NOT UPLOAD IT TO THE SERVICE.

10. Membership; Pricing; Charges on Your Account.

a. General. In order to access certain features of the Service, you must become a paying member of the Service. Please note that the billing policies that are disclosed to you in subscribing to the

service are deemed part of this Terms of Use. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Service.

We reserve the right to set prices in our sole discretion, and to increase or decrease prices without prior notice to users.

b. Billing. Impact Infrastructure bills you through an online account (your "Billing Account") for use of the Service. You agree to pay Impact Infrastructure all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize Impact Infrastructure to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. Impact Infrastructure reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

You acknowledge and agree that we cannot offer refunds for previously-submitted payments.

c. Recurring Billing. Our subscription plans to the Service consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Impact Infrastructure may submit periodic charges (e.g. yearly) without further authorization from you, until you provide prior notice (confirmed in writing by Impact Infrastructure) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Impact Infrastructure could reasonably act. You may cancel your membership or change your payment method in your account settings on the Service. For your convenience, we take your payment information so that your membership will not be interrupted. We auto-renew your membership at the level you selected. Your Impact Infrastructure subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate (if applicable).

d. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY IMPACT INFRASTRUCTURE IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE IMPACT INFRASTRUCTURE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT IMPACT INFRASTRUCTURE MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY IMPACT INFRASTRUCTURE).

e. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

f. Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that Impact Infrastructure is authorized to charge your Payment Method. Impact Infrastructure may submit those charges for payment and you will be responsible for such charges. This does not waive Impact Infrastructure's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

11. Modifications to Service. Impact Infrastructure reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Impact Infrastructure shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. Blocking of IP Addresses. In order to protect the integrity of the Services, Impact Infrastructure reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Service.

13. Term. This Terms of Use will remain in full force and effect while you use the Service. You may terminate your membership at any time by visiting your Dashboard on the Service. If you resign or cancel your membership to Impact Infrastructure, to help Impact Infrastructure analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation.

Impact Infrastructure may terminate your membership for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Impact Infrastructure. All decisions regarding the termination of accounts shall be made in the sole discretion of Impact Infrastructure. Impact Infrastructure is not required to provide you notice prior to terminating your membership. Impact Infrastructure is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership is terminated, this Terms of Use will remain in effect. All terms that by their nature may survive termination of this Terms of Use shall be deemed to survive such termination.

14. Third-Party Content. Impact Infrastructure may provide third party content on the Service and may provide links to webpages and content of third parties (collectively, the "Third-Party Content") as a service to those interested in this information. Impact Infrastructure does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that Impact Infrastructure does not create Third-Party Content, nor does Impact Infrastructure update or monitor it. Impact Infrastructure is therefore not responsible for any Third-Party Content on the Service. Users use such Third-Party Content at their own risk.

The Service may include links or references to other web sites or services solely as a convenience to Autocase users (collectively, the "Reference Sites"). Impact Infrastructure does not endorse any Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and the relevant advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

15. Intellectual Property. Autocase, the Autocase logos and any other product or service name or slogan contained in the Service are trademarks of Impact Infrastructure or our suppliers or licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of Impact Infrastructure or the applicable trademark holder. Any authorized use of these trademarks must be in accordance with any guidelines that Impact Infrastructure may provide you from time to time.

Impact Infrastructure retains all proprietary rights in the Service, except where otherwise noted. The Service contains the copyrighted material, trademarks, and other proprietary information of Impact Infrastructure, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on the Service is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of Impact Infrastructure and for Autocase Members' use only. Distribution of Content to others is strictly prohibited. You agree that Impact Infrastructure would be irreparably harmed by any violation or threatened violation of this section and that, therefore, Impact Infrastructure shall be entitled to an injunction prohibiting you from any violation or threatened violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on the Service may be supplied by third parties. Impact Infrastructure has no responsibility for these third party websites nor for their content, which is subject to and governed by the terms of use and/or privacy policies, if any, of the applicable third party content providers.

You may not use any metatags or any other hidden text utilizing " Autocase " or any other name, trademark or product or service name of Impact Infrastructure without our prior written permission. In addition, the look and feel of the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Impact Infrastructure and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us or any other affiliation.

The Service is owned and operated by Impact Infrastructure. Unless otherwise indicated, all content and other materials on the Service, including, without limitation, Autocase's logos, the

visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws (including in your country of residence).

16. Ownership of Your Content; Licenses.

You agree that any content you upload to the Service (“Your Content”) shall become the property of Impact Infrastructure. This shall have no effect on Sections 17 (Copyright Policy), 19 (Limitation of Liability), and 20 (Indemnity by You) of this Agreement.

However, with respect to Your Content, Impact Infrastructure grants you a worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, and publicly display such content, except with regard to commercial or for-profit use.

Additionally, you grant Impact Infrastructure a worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, and publicly display the name and logo of your company on the Service.

17. Copyright Policy. Impact Infrastructure prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

230 Park Avenue, 3rd Floor West
New York, NY 10169

When contacting us, please make sure that you include the following information:

- a.** a statement that you have identified Content on the Service that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- b.** a description of the copyright work(s) that you claim have been infringed;
- c.** a description of the Content that you claim is infringing and the Autocase URL(s) where such Content can be located;
- d.** your full name, address and telephone number, a valid email address on which you can be contacted, and your user name if you have one;
- e.** a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- f.** a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following:

- g.** with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- h.** your electronic or physical signature (which may be a scanned copy).

Impact Infrastructure will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

The foregoing process applies to copyright only. If you discover any Content that you believe to be in violation of your trademark rights, please report this to us by mail or email at 230 Park Avenue, 3rd Floor West, New York, NY 10169 or info@autocase.com. In all other cases, if you discover Content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use or applicable law, please report this to us at 230 Park Avenue, 3rd Floor West, New York, NY 10169 or info@autocase.com.

18. Repeat Infringer Policy. In accordance with the DMCA and other applicable laws around the world, Impact Infrastructure has adopted a policy that it will promptly terminate without notice any user's access to the Service if that user is determined by Impact Infrastructure to be a "repeat infringer." A repeat infringer includes, without limitation a user who has been notified by Impact Infrastructure of infringing activity violations more than twice and/or who has had any user-submitted content removed from the Service more than twice. Impact Infrastructure may also at our sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

In addition, Impact Infrastructure accommodates and does not interfere with standard technical measures used by intellectual property rights owners to protect their materials.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Use.

19. Data for Educational and Informational Purposes Only; Limitation of Liability.

You acknowledge and agree that the data provided by Impact Infrastructure (the "Data") is provided for educational and informational purposes only. The Data is dependent on the information provided by you and assumptions based on that information. You should not take, or refrain from taking, any action on the basis of the Data.

The Data is hypothetical and may not be an accurate indicator of historical or current performance. The accuracy of past information does not guarantee nor indicate future results, or that the same information will be accurate in the future. The Data should not be relied upon in any way as the sole source of information. Please consult with financial, tax, and legal advisers for any advice relating to your personal circumstances. You acknowledge and agree that Impact Infrastructure does not assume any fiduciary duties.

In no event shall Impact Infrastructure be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Service, or use thereof. Nothing contained in the Service or in any written or oral communications from Impact Infrastructure or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Service, along with the services provided by employees of the Service, are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Impact Infrastructure makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Service's content or data provided thereon, or that the functionality of the Service will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL IMPACT INFRASTRUCTURE, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, EVEN IF IMPACT INFRASTRUCTURE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL IMPACT INFRASTRUCTURE HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST DATA, LOSS OF GOODWILL, COPYRIGHT INFRINGEMENT, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR LOSSES, EVEN IF IMPACT INFRASTRUCTURE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Impact Infrastructure and

sole remedy available to any Member in any case in any way arising out of or relating to the Agreement, the Service shall be limited to monetary damages that in the aggregate may not exceed the greater of \$500.00 or the sum of any amount paid by the Member or user to Impact Infrastructure during the six months prior to notice to Impact Infrastructure of the dispute for which the remedy is sought.

20. Indemnity by You. You agree to indemnify and hold Impact Infrastructure, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- a. your use of the Service in violation of this Terms of Use and/or arising from a breach of this Terms of Use including without limitation your representations and warranties set forth above;
- b. any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Service, and/or your making available thereof to other users of the Service, and/or the actual use of Your Content by other users of the Service or related services in accordance with these Terms of Use and the parameters set by you with respect to the distribution and sharing of Your Content;
- c. any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of Impact Infrastructure.

21. Attorney Fees. In the event that Impact Infrastructure is successful in whole or in part in any action or proceeding related to or arising from this Terms of Use, you shall be responsible for Impact Infrastructure's attorneys' fees and costs.

22. Parental or Guardian Permission. Some of the Content on the Service may not be appropriate for children. CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE THE SERVICE UNLESS A SUPERVISING PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED SERVICES OR GIVE IMPACT INFRASTRUCTURE THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

23. Privacy. Use of the Service is also governed by our Privacy Policy, located at <https://s3-us-west-2.amazonaws.com/autocase-sb/privacy.pdf>.

24. Jurisdiction and Choice of Law; Dispute Resolution; No Class Action. If there is any dispute arising out of the Service, by using the Service, you expressly agree that any such dispute shall be governed by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of New York with the same force and effect as if such service had been made within the State of New York. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by

personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

Except where prohibited by law, as a condition of using the Service, you agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the Service, shall be resolved individually, without resort to any form of class action.

25. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third party beneficiaries to this Terms of Use.

26. Availability Outside the U.S. If you access the Service from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Service from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

27. Entire Agreement.

This Terms of Use, along with the Privacy Policy, contains the entire agreement between you and Impact Infrastructure regarding the use of the Service.

28. Severability; Waiver. If any provision of this Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Terms of Use, which shall remain in full force and effect. No waiver of any term of this Terms of Use shall be deemed a further or continuing waiver of such term or any other term. In addition, Impact Infrastructure's failure to enforce any term of this Terms of Use shall not be deemed as a waiver of such term or otherwise affect Impact Infrastructure's ability to enforce such term at any point in the future.

29. Headings. The section headings contained in this Terms of Use are for reference purposes only and shall not in any way affect the meaning or interpretation of this Terms of Use. Please contact us with any questions regarding this agreement. Autocase is a trademark of Impact Infrastructure, Inc.

Impact Infrastructure reserves all rights not expressly granted in these Terms of Use.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.