



Data Reporting & Analytics Terms of Service

Clarke will provide certain data reporting and analytics services (the “Services”) to Customer. Clarke will provide Customer personnel with the form & format required for submission of Customer Content (as defined below) and system training to facilitate use of the Services.

1. Responsibilities & Restrictions

1.1 Customer shall provide Clarke with certain content, information and/or materials owned or licensed by Customer (“Customer Content”). The Customer Content shall either be: (i) hosted by Clarke on behalf of Customer in connection with Customer’s use of the Services (“Hosted Content”); or (ii) displayed, disclosed, published, distributed, transferred or otherwise made available (collectively, “Transferred” or “Transfer,” as applicable) to Customer by Clarke (“Distributed Content”). Customer hereby authorizes Clarke to host the Hosted Content in connection with Customer’s use of the Services; and to Transfer the Distributed Content through Clarke’s products and services.

1.2 Customer represents and warrants that: (i) the Customer Content will be free of material errors, (ii) Customer owns or possesses sufficient rights to the Customer Content to provide it to Clarke pursuant to this Agreement and to allow Clarke to use the Hosted Content, and to use and Transfer the Distributed Content, without violating the intellectual property, privacy or other proprietary rights of any third Person or any agreement or other commitment that is binding on Customer or any of its Affiliates; and (iii) the Customer Content will be free from viruses, “worms,” “malware” or destructive properties (collectively, “Harmful Code”). Clarke has the right, but not the obligation, to screen the Customer Content for Harmful Code, but in no event shall Clarke be liable for any damage caused to Customer, any of its Affiliates or any Authorized User, or any other Person, by Harmful Code. Customer is solely responsible for the form, content and quality of all Customer Content, including the accuracy and completeness thereof. Customer, each of its Affiliates and each Authorized User assumes all risks of any use or Transfer of Customer Content by Clarke. Clarke and its Licensors shall not be liable for any use or Transfer of Customer Content or for any loss, damage or destruction of any Customer Content, or for the replacement of any thereof. Clarke reserves the right to limit disk space for data hosted by or on behalf of Customer. (c) Clarke reserves the right to decide in its sole discretion which portions of the Customer Content (if any) will be classified, indexed or transferred. Clarke has the right, but not the obligation, to edit or exclude any Customer Content that Clarke deems in its sole discretion to be in any way (i) inaccurate, (ii) in violation of the intellectual property, privacy or other proprietary rights of any third Person, (iii) misleading, disparaging, defamatory, obscene or invasive of privacy, or (iv) otherwise offensive, inappropriate or unlawful.

1.3 Customer shall: (a) provide and maintain the computer and network software and hardware necessary to access and use the Services; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Clarke promptly of any such unauthorized access or use; and (c) use the Services only in accordance with this Agreement, the Acceptable Use Policy included as Exhibit A, and applicable laws and government regulations.

1.4 Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the Services or any software, documentation, or data related to the Services (“Software”) (except to the extent applicable law prohibits such a restriction); (ii) modify, translate, or create derivative works based on the Services or Software, except as expressly permitted in the Agreement or with prior written consent by Clarke; (iii) sell, resell, license, sublicense, relicense, rent, lease, pledge, assign, or otherwise transfer or encumber rights to the Services or Software; (iv) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal business purposes (including providing any Data Set (as applicable) to a third party); (v) remove any proprietary notices or labels from the Services, Products or Software; (vi) interfere with or disrupt the integrity or performance of the Services or Software; (vii) attempt to gain unauthorized access to the Services or Software or their related systems or networks; or (viii) use the Services

or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

1.5 Customer will cooperate with Clarke in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Clarke may reasonably request. Customer's use of the Services may be limited to a certain number of users; Customer may be required to establish a username and password (or any other means required by Clarke) in order to limit access to the Services to authorized and designated employees of Customer and to enforce such limitation. Customer will be responsible for maintaining the security of all Customer accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer accounts with or without Customer's knowledge or consent.

1.6 Notwithstanding anything to the contrary, Clarke may aggregate and/or anonymize any information collected from Customer in the course of this Agreement (including any Third Party Platform Information) and use such information, provided that Clarke aggregates and/or anonymizes the information such that the information does not individually identify Customer ("Anonymized Data") prior to disclosure to a third party, except that Clarke may disclose individually identifiable information to its third party contractors who are subject to confidentiality obligations. Clarke retains all intellectual property rights in Anonymized Data. This Section 3.6 shall survive termination of this Agreement.

2. As between Clarke and Customer, all Services are proprietary to and owned exclusively by Clarke and/or its Licensors and are protected by applicable laws, including copyright, trademark and trade secret laws. Neither Customer, any of its Affiliates nor any Authorized User has any right, title, license or other interest in, to or under any of the foregoing, other than the License. All rights not expressly granted to Customer in this Agreement are reserved exclusively to Clarke and/or its Licensors. Customer shall take reasonable actions to protect the rights of Clarke in its use of the Services.

3. Disclaimer of Warranties. Clarke does not represent, warrant or guarantee that the Services will be error-free, complete or accurate or uninterrupted. ALL SERVICES ARE PROVIDED "AS IS," AND "WHEN AVAILABLE." CONTRACTOR AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT OF ANY THIRD PERSON'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER PROPRIETARY RIGHTS. NEITHER CONTRACTOR NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE RESULTS TO BE OBTAINED BY USE OF THE SERVICES WILL BE USED OR USEFUL TO, OR MEET THE NEEDS OR EXPECTATIONS OF, CUSTOMER OR ANY OF ITS AFFILIATES. Customer assumes all risks of selection and use of the Services, including that the Services will be compatible with or usable in connection with the hardware, software or systems of Customer or any of its Affiliates. Clarke's sole obligation and Customer's sole remedy for defective Services shall be for Clarke, at Clarke's option, to re-perform the defective Services or to refund the amount paid by Customer for the defective Services, provided that Customer, its Affiliates and Authorized Users and their agents are not in breach of this Agreement.

Exhibit A

Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the Services offered by Clarke and includes, but is not limited to all websites portals, and electronic tools. The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Clarke website(s). By using the Services or accessing the Clarke website(s), you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or Clarke website(s) for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts nonconsensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Clarke website(s). We may:

- investigate violations of this Policy or misuse of the Services or Clarke website(s); or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Clarke website(s).

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact us in writing at Clarke Power Services, Inc., Attn: Legal Department, 3133 E. Kemper Road, Cincinnati, OH 45241, or via phone at (513) 771-2200.