

GridPoint Data Collection Policy

This Data Collection Policy shall govern the collection, storage, and return of Customer Data collected by GridPoint, Inc. (the “**Service Provider**”). Service Provider may, from time to time, update this Data Collection Policy and will provide notice to Customer of any such revisions. This Data Collection Policy shall not become part of any Agreement unless specifically referenced therein. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement between the customer and Service Provider referencing this policy. Unless otherwise stated in the terms of any Agreement between Service Provider and Customer or, in certain circumstances, a signed Quote, Service Provider’s data collection policy is as follows:

1. **Data Ownership.** Customer shall retain exclusive ownership of all rights in any and all data that is (a) collected by the Equipment at the Customer Sites, (b) loaded into the Software for the purpose of providing Subscription Services exclusively to Customer, and (c) generated by the Software and that is unique to any Subscription Services provided exclusively to Customer (collectively, “**Customer Data**”).
 - 1.1. Data collected by the Equipment may include data concerning energy use, asset use, and/or asset status (the “**Energy Data**”).
 - 1.2. Data loaded into the Software may include the names, emails, passwords, Customer Sites name and address, contact information of Customer’s authorized users, or any other information reasonably necessary in order to provide the Subscription Services (the “**System Data**”).
 - 1.3. Data generated by the Software may include downloads, reports, analysis or any other display of information (“**Generated Data**”).
 - 1.4. Customer shall have no ownership rights in Service Provider’s data collection methods, analysis, data, and third party data (such as weather data) except to the extent combined with reports and other data integrated with and provided to Customer with other Customer-specific data and then only to the extent permitted by the third party supplying such data.
2. **Data Storage.** Energy Data that is collected by Service Provider will be stored during the term of the Customer Agreement, for example, the Access Term, in accordance with this Data Collection Policy as provided below:
 - 2.1. The Software will store 1-minute data collected by Service Provider for the Customer or end user, if expressly ordered, for a rolling period of thirty (30) days, commencing on the date the data is initially collected, after which the Software only retains 15-minute interval data.
 - 2.2. The Software will store 15-minute data collected by Service Provider for the Customer or end user for a rolling period of two (2) years, commencing on the date the data is initially collected, after which the Software only retains 60-minute interval data.
 - 2.3. Energy Data that is not older than two (2) years will be directly available to the Customer or end user through Service Provider’s web services Software offering.
 - 2.4. All Energy Data will be available to the Customer or end user through Service Provider’s Energy Advisory Services for the duration of the Access Term; Energy Data older than two (2) years will be available to the Customer only through Service Provider’s Energy Advisory Services.
3. **Data Use.** Customer acknowledges and agrees that Service Provider may use the Energy Data in connection with the Services provided to Customer for product improvements and product update offers, data analysis, and comparative reports (so long as the display of any such data is aggregated and anonymized).
4. **Data Return and Destruction.** Service Provider will return or destroy Customer Data as follows:
 - 4.1. During the Access Term, Service Provider will provide to Customer a copy of any collected Energy Data that resides within the Software within ninety (90) days of Service Provider’s receipt of a written request from Customer.
 - 4.2. If the Agreement is terminated or not renewed, Customer shall have thirty (30) days after such termination or non-renewal to request Service Provider to provide to Customer a copy of any collected Energy Data that resides within the Software or destroy or delete the Energy Data and to destroy the System Data.
 - 4.3. After termination or non-renewal of the Access Term, regardless of whether Energy Data has been returned, all Energy Data and System data shall be destroyed as soon as reasonably possible but in no event longer than six (6) months after termination or non-renewal of the access Term.
5. **Data Confidentiality.** Service Provider shall hold in confidence and not disclose to any third party other than its subcontractors, consultants or other agents or advisors having a need to know any Customer Data and who are bound by confidentiality obligations substantially similar to or greater than those contained herein.