

**GRIDPOINT, INC.**

**INTELLECTUAL PROPERTY TERMS AND CONDITIONS**

These Intellectual Property Terms and Conditions shall govern the provision of Service Provider's Energy Management Services to Customer, including Software, Equipment, Licenses, and all intellectual property, including patents, trademarks, trade secrets, copyrights, know-how, and any and all other proprietary rights of Service Provider. These Terms and Conditions 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 these terms. Unless otherwise stated in the terms of any Agreement between Service Provider and Customer or, in certain circumstances, a signed Quote, Service Provider's Intellectual Property Terms and Conditions are as follows:

1. Provision of Access to the Subscription Services. During the Access Term, and subject to this Agreement, Service Provider hereby grants to Customer a non-exclusive, non-transferable right to (i) upload data produced by the Equipment to the Software and manage and analyze such data through the Subscription Services, and (ii) otherwise access and use the Subscription Services solely for the internal business purposes of the Customer. Service Provider reserves the right to modify the Software underlying the provision of the Subscription Services at any time.
2. License to Firmware. Service Provider hereby grants to the Customer a personal, non-exclusive license to use the Firmware contained within, bundled with or installed in any of the Equipment provided by Service Provider, without the right to sublicense, for the sole purpose of operating the Equipment and accessing the Subscription Services. Customer agrees to use reasonable efforts to protect the Firmware and the Subscription Services from unauthorized use, reproduction, distribution, or publication.
3. License to Documentation. Subject to the this Agreement, Service Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license during the Access Term to use and make copies of the documentation provided by Service Provider to Customer, solely for use by Customer in connection with its use of any Equipment and Subscription Services. Customer acknowledges that no right is granted to modify, adapt, translate, publicly display, publish, or create derivative works of such documentation. Customer acknowledges that any such documentation is Service Provider's confidential information and agrees to maintain and not remove any copyright notices, trademark notices, and confidentiality notices.
4. Ownership. Service Provider, its Affiliates, or licensors, as applicable, retain exclusive ownership of the Subscription Services and the Software, and any other patent, trademark, copyright, trade secret or other proprietary rights embodied therein. All rights with respect to the Subscription Services or the Software not specifically granted to Customer in this Agreement are reserved to Service Provider, its Affiliates, or licensors, as applicable. Customer understands that this Agreement grants certain rights of access only, and that nothing in this Agreement may be interpreted to require delivery of a copy of any of the Software to Customer or installation of a copy of such Software upon any computers or systems under Customer's control. Service Provider shall own its data collection and data analysis methods.
5. Protection of Equipment and Software. Without the prior express written consent of Service Provider, Customer shall not do any of the following and shall use commercially reasonable efforts not to allow or permit any of the following to be done: (a) knowingly take any action that would cause the loss or abandonment of Service Provider's, affiliate's or licensor's proprietary rights in the Subscription Services or the Software; (b) resell, distribute, publicly display, transfer, rent, lease, lend, copy or otherwise reproduce, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Subscription Services or the Software, in whole or in part; (c) disassemble, decompile or reverse engineer in any way, any of the Subscription Services or the Software; (d) permit use or operation of the Subscription Services or the Software by any third party except for Service Provider and Customer; (e) otherwise use in any way the Subscription Services or the Software, in any manner not expressly authorized by this Agreement; or (f) remove, alter or otherwise obscure any proprietary rights notices appearing in the Subscription Services or Software.
6. Equipment. Service Provider shall retain all intellectual property rights embodied in Equipment sold or provided by Service Provider to Customer, including patent, copyright, trademark, or trade secrets.