

Terms & Conditions

Last Updated: February 1, 2020

MeterLeader, LLC, ("MeterLeader") provides a service that crowdsources and aggregates measured energy reductions through online "challenge" events sponsored by MeterLeader or third parties. This service is comprised of a website as well as secondary support services facilitating the creation of energy saving "challenge" events. Together, the website and support services are defined as the "Services".

THESE TERMS & CONDITIONS ("TERMS") GOVERN YOUR USE OF AND ACCESS TO THE SERVICES. BY CHECKING THE BOX, CLICKING "I AGREE", OR ACCESSING OR USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, (OR IF YOU ARE NOT AT LEAST 18 YEARS OLD, OR SUCH OTHER AGE AS MAY BE REQUIRED IN YOUR JURISDICTION TO VALIDLY FORM LEGAL AGREEMENTS) YOU MAY NOT ACCESS OR USE THE SERVICES, AND YOU MUST IMMEDIATELY DISCONTINUE ANY AND ALL USE OF THE SERVICES. We may change these Terms by notifying you of such changes by any reasonable means, including by posting revised Terms through the Services. When we make a material change to the Terms, you will be notified of the revised terms via email. You will not be notified of non-material changes to these Terms except by an amendment to The "Last Updated" legend, which indicates when these Terms were last changed. Your continued use of the Services following any changes to these Terms will constitute your acceptance of those changes.

1. Accounts. (a) General. In order to use the Services, you must create a user account through www.meterleader.com, as part of which you shall provide certain registration information concerning your email address and other details (the "Account Information"). You agree to provide accurate Account Information and you agree to notify MeterLeader immediately of any changes in such information. (b) Responsibility. You must maintain the confidentiality of your password. You are able to change the password for your account at any time. MeterLeader encourages you to use "strong" passwords (passwords that use a combination of upper and lower case letters and numbers with your account). You are solely responsible for the activity that occurs on your account. You, and not MeterLeader, are responsible for any use or misuse of your account, user name, or password, and you must promptly notify us of any unauthorized use of your account. MeterLeader will not be liable for any losses caused by any unauthorized use of your account.

2. License to Services. (a) Use of the Services. Subject to these Terms, MeterLeader grants you a non-exclusive, non-transferable and non-sublicensable right to access and use the Services solely for the purpose of reducing energy as described below. (b) Restrictions on License. The Services are licensed, not sold. MeterLeader and its licensors retain all right, title, and interest in and to the Services, all content and other subject matter contained in or made available through the Services, and all related intellectual property rights. You obtain no rights in or to the Services under these Terms or any content or other subject matter made available through the Services. You may not reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of the Services, except as expressly authorized herein. You may not reverse engineer, decompile or disassemble any portion of the Services, provided that to the extent the foregoing prohibitions are expressly prohibited by applicable statutory law, MeterLeader shall retain the maximum protection available against reverse engineering, decompiling, or disassembly under applicable law. You also may not remove any patent, copyright, trade name, trademark, service mark, logo or other proprietary rights notice from the Services. (c) Description of Services. The Services are designed to crowdsource and aggregate energy reductions through energy saving "challenge" events. For these purposes, the Services will monitor your energy consumption by, among other things, accessing and analyzing your electricity data on file with your utility company ("Utility Data").

During a "challenge" event, participants will be encouraged to reduce their energy consumption over the course of the challenge duration period in order to meet a collective energy reduction goal. A challenge duration period can be anywhere from 30 days to 1 year long. If you choose to participate in a challenge event, your percentage change in kilowatt-hour (kWh) consumption during the challenge period as compared to that same period during the previous year will be publicly displayed. In addition, Challenge events will publicly display average group energy savings percentage rates, aggregate group kWh energy reductions, and estimated greenhouse gas emission reductions, once 5 or more users are participating in a challenge. By participating in a Challenge event, you agree to publicly display these sets of data, that

are derived from your Utility Data. With the "Team Feature," home and commercial building account holders can invite occupants of a building or household to join their team. Team members are able to see themselves on the leaderboard and receive "challenge" emails. Account holders also have the option to share energy usage information with team members. (d) Permissions. By submitting Account Information, connecting your Utility Data to your MeterLeader account, and providing other information (together, the "Information"), you are licensing that content to MeterLeader for the purpose of providing the Services in accordance with these Terms and our Privacy Policy located at www.meterleader.com/privacy.

You hereby authorize and permit MeterLeader to use and store the Information to configure the Services so that they are compatible with the third party sites. These third party sites include some utilities. You understand and agree that the Services may or may not be sponsored or endorsed by some third parties.

(e) Deactivation of Your Account. You may deactivate or delete your account at any time through the Services. However, certain data associated with your account, such as the Account Information or Utility Data, may not be deleted where such information used in aggregate will enable MeterLeader to optimize its Services. (f) Disenroll from MeterLeader Services. You may disenroll at any time from the MeterLeader services. The disenrollment process may take up to fourteen (14) days. (g) Updates to the Services. Over time, the features and functions that are enabled within the Services will change as our business evolves. New features and functions may be added, and others may be deleted or modified. You agree that MeterLeader may update, modify, or discontinue the Services (in whole or in part) or any features or functions within the Services, at any time, in MeterLeader's sole discretion. In order to provide you with a more seamless user experience, we may update or modify the Services remotely without notifying you in order to ensure the safe and proper operation of the Services (e.g., bug fixes), and you consent to such updates or changes by MeterLeader.

PG&E is not a party to this Agreement, and shall have no liability whatsoever with respect to any of the Services that are the subject of this contract. The Services MeterLeader provides under this contract are not provided, licensed, warranted or sponsored by PG&E.

3. Acceptable Use Policy. You may use the Services only in compliance with these Terms, and all local, state, national, and international laws, statutes, rules and, regulations applicable to your use of the Services. You must not: (a) Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (i) threatening, violent, dangerous, hateful, harassing, or otherwise fail to respect the rights and dignity of others; (ii) defamatory, libelous, fraudulent, or otherwise tortious; (iii) obscene, indecent, pornographic, or otherwise objectionable; or (iv) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner; or (v) is otherwise unlawful. (b) Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment. (c) Interfere with or disrupt the operation of the Services or the servers or networks used therefore. (d) Use the Service to establish a competitive product. (e) Impersonate any person, business, entity, or IP address. (f) Frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service, without MeterLeader's express prior written consent. (g)

Systematically download and store Services content, or alter, damage, or delete any content provided by MeterLeader. (h) Use any robot, spider, or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services, without MeterLeader's express prior written consent.

4. Service Limitations. (a) Availability. Because the Services are delivered over the Internet, the availability of the Services is subject to certain limitations. You agree that the Services are subject to limitations and restrictions outside MeterLeader's control, which include such things as wireless network capabilities, and Internet availability. We may limit the Service's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose. (b) Energy Savings. Some energy data presented through the Services are estimates based on available data, and may not reflect actual figures.

5. Privacy & Security. By using the Services, you consent to the collection, use, disclosure and sharing of data as set forth in MeterLeader's privacy policy located at www.meterleader.com/privacy.

MeterLeader is committed to maintaining the security of the data you provide us and will take reasonable organizational, technical and administrative measures to protect your personal information. However, the Services are provided through wireless networks and the Internet, and there is always some risk in

transmitting information over the Internet. For this reason, MeterLeader cannot guarantee the security and privacy of wireless transmissions or transmissions via the Internet, and you agree that we will not be liable for any lack of security relating to the use of the Services by you. You agree that you will not hold MeterLeader liable for any damages resulting from any loss of privacy or security over the wireless network, internet or storage system.

6. Fees and Rewards. The Services are provided to users who are solely Challenge Participants free of charge. Some Challenge Participants or selected third parties may be rewarded by the Challenge Sponsor, dependent on the established rules of the specific Challenge, agreed upon in advance by MeterLeader and the Challenge Sponsor. A reward may take a variety of different forms, dependent on what is agreed upon by MeterLeader and the Challenge Sponsor. A user who chooses to be a Challenge Sponsor will have to pay a fee depending on the type of Challenge they desire to sponsor.

7. User Provided Content. The Services may contain features that allow you and other users to make available certain content and materials, including, without limitation, text and images ("User Content") through or in connection with the Services, including through any interactive features of the Services. Your user content can be controlled via various privacy settings available to you on the "Settings" page. These settings will enable you to control the extent that you would like to share any of your personal content, if any. We may (but have no obligation to) monitor, evaluate, alter or remove User Content before or after it appears on the Services. We may disclose any User Content and the circumstances surrounding its transmission to anyone for any reason or purpose. MeterLeader has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of any User Content. For purposes of clarity, you retain ownership of your User Content. For all User Content provided by you, you hereby grant to us and our affiliates a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable license, without additional consideration to you or any third party, to reproduce, distribute, perform and display, create derivative works of, adapt, modify and otherwise use and exploit such User Content, in any format or media, and for any purpose related to our business or the business of our affiliates (including promotional purposes, such as testimonials, and publishing User Content as such User Content may be modified and compiled by or for us). You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding your User Content that you may have under any applicable law under any legal theory. IF YOU CHOOSE TO MAKE ANY OF YOUR USER CONTENT (INCLUDING ANY PERSONAL INFORMATION) OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SERVICES, YOU DO SO AT YOUR OWN RISK.

8. Feedback. We always appreciate getting feedback on our products and services. If you provide us with any ideas, proposals, suggestions or other materials relating to the Services, ("Feedback"), MeterLeader may use such Feedback in any manner for any purpose without restriction or compensation, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous and unsolicited, and does not place MeterLeader under any fiduciary or other obligation. By submitting Feedback, you represent and warrant to MeterLeader that you have all necessary rights in and to such Feedback, to provide such Feedback to MeterLeader and all information it contains, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information or material.

9. Marks. All trade names, trademarks, service marks and logos on the Services are the property of their respective owners. You are not granted any rights to use any trade names, trademarks, service marks or logos on or in the Services under these Terms.

10. Term and Termination. This Agreement is effective until terminated. MeterLeader may terminate or suspend your use of the Services at any time and without prior notice, if MeterLeader believes that you have breached any provision of these Terms. Upon any such termination or suspension, all rights and licenses granted under these Terms, including but not limited to your right to use the Services or right to collect reward(s) will immediately cease, and MeterLeader may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 1, and 3 - 15 shall survive expiration or any termination of these Terms.

11. DISCLAIMER OF WARRANTIES. WE ARE NOT PROVIDING ANY WARRANTIES RELATING TO THE SERVICES. THE SERVICES AND ALL INFORMATION AND CONTENT MADE AVAILABLE THROUGH THE SERVICES ARE MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. METERLEADER DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF ANY INFORMATION OR CONTENT CONTAINED IN THE SERVICES OR THE RESULTS THAT YOU MAY OBTAIN THROUGH THE SERVICES. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF METERLEADER, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AS WELL AS EACH AFFILIATED ENTITY'S LICENSORS, SUPPLIERS AND SERVICE PROVIDERS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY. METERLEADER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES OR FOR ANY DAMAGES FOR LOST PROFITS, LOSS OF USE OF THE SERVICES, LOSS OF DATA, LOSS OF PRIVACY OR SECURITY, LOSS OF OTHER INTANGIBLES, OR UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES, YOUR DATA OR USER CONTENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF METERLEADER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, METERLEADER WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF METERLEADER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO METERLEADER TO USE THESE SERVICES, OR \$100.00, WHICHEVER IS GREATER. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF THE AFFILIATED ENTITIES AS WELL AS EACH AFFILIATED ENTITY'S LICENSORS, SUPPLIERS AND SERVICE PROVIDERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless MeterLeader and the Affiliated Entities and each Affiliated Entity's licensors, suppliers and service providers from and against all claims, damages, losses, costs and expenses (including attorneys' fees) arising out any violation of these Terms by you.

14. Arbitration. As used in this Arbitration section, "You" and "Your" mean the registered user(s) of the Services, and all of his/her heirs, survivors, representatives, subsidiaries, affiliates, agents, employees, predecessors in interests, successors, assigns, as well as all authorized and unauthorized users or beneficiaries of services under this or prior agreements between us. "We" and "Our" shall mean MeterLeader and shall be deemed to include all of its heirs, survivors, representatives, subsidiaries, affiliates, agents, employees, directors, officers, predecessors in interests, successors, assigns. (a) This Arbitration section is intended to be broadly interpreted. It applies to any and all claims, disputes, or controversies of any nature whatsoever whether in contract, tort or otherwise, including but not limited to statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with the Services or these Terms

including any claims relating to the validity, scope, interpretation, breach or enforceability of these Terms and claims that may arise after the termination of these Terms (all of which are collectively referred to herein as "Claims"). (b) Except where prohibited by law, You and We agree that any and all Claims are to be arbitrated by a single arbitrator. An arbitration commenced pursuant to these Terms shall be administered and governed by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules (the "AAA Rules"). To the extent there is any inconsistency between the terms of this Arbitration Section and the AAA Rules the provisions of these Terms shall apply. The AAA Rules, forms and information are available online at www.adr.org. Unless We and You agree otherwise, any arbitration hearing(s) will take place in Los Angeles, California. (c) In the event that any provision of this Arbitration section is found to be invalid or unenforceable in a particular case or jurisdiction, that provision will be severable in that case or jurisdiction, as the case may be, without affecting the validity and enforceability of the remaining provisions of this Arbitration section. (d) In the event that You intend to commence an arbitration, you must first notify MeterLeader by contacting us at support@meterleader.com ("Notice") and attempt to resolve Your Claim. If We and You do not reach an agreement to resolve Your Claim within 30 days after Notice has been provided, You or We may commence an arbitration in accordance with these Terms. (e) All administrative fees and expenses of arbitration will be divided equally between You and MeterLeader. (f) YOU MUST CONTACT METERLEADER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU MAY WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

15. Class Action Waiver. EXCEPT WHERE PROHIBITED BY LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT. You expressly waive any right you may have to bring or participate in a Claim as a class, collective or representative proceeding in court or before an arbitrator. Further, unless both You and We agree in writing, the arbitrator may not consolidate Your claim with another person's claim, and may not otherwise preside over any form of a representative or class proceeding.

16. Governing Law. You agree and acknowledge that these Terms are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

17. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (i) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (ii) on any of the U.S. government lists of restricted end users.

18. Miscellaneous. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and MeterLeader. If any provision of these Terms or portion of a provision is held to be unlawful, void or for any reason unenforceable, that provision (or portion of the provision), to the extent required, will be severed from these Terms but such severance will not affect the validity and enforceability of the remaining provisions of these Terms. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. These Terms and all other terms and conditions referenced herein constitute the entire agreement between you and MeterLeader relating to the subject matter of these Terms, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and MeterLeader relating to such subject matter. Without limitation, a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated

and maintained in printed form. MeterLeader will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.