

DEMANDQ SOFTWARE LICENSE AGREEMENT

This is a legal agreement (“Agreement”) between you and DemandQ, Inc., a Delaware Corporation. (“DEMANDQ”). If you use the DEMANDQ products and services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. In such event, “you” refers to your company.

YOU MUST READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE ANY LICENSED PRODUCT CAN BE DOWNLOADED OR INSTALLED OR USED. BY CLICKING ON THE “ACCEPT” BUTTON OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING OR USING A LICENSED PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD EXIT THIS PAGE AND NOT DOWNLOAD OR INSTALL OR USE ANY LICENSED PRODUCT. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO DOWNLOAD OR INSTALL OR USE A LICENSED PRODUCT AND YOU MAY RETURN IT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND (IF APPLICABLE).

1. Products and Services

- 1.1. This agreement applies to Licensed Product(s), which means the DEMANDQ software product(s) that Licensee has acquired.
- 1.2. Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products.

2. Licenses

- 2.1. Your License Rights: When you purchase a license to a Licensed Product, upon its delivery, you will have a non-exclusive and non-transferable right to use the Licensed Product in the following manner:
 - 2.1.1. You may NOT resell, charge for, sub-license, rent, lease, loan, or distribute the Licensed Product without our prior written consent. We reserve the right to withdraw any such consent (or part thereof) for any reason and without notice and to demand that you immediately cease any activity in respect of which permission is withdrawn.
 - 2.1.2. You may NOT repackage, translate, adapt, vary, modify, alter, create derivative work based upon, or integrate any other computer programs with, the Licensed Product in whole or in part.
 - 2.1.3. You may NOT use the Licensed Product to engage in or allow others to engage in any illegal activity.
 - 2.1.4. You may NOT transfer or assign your rights or obligations under this agreement to any person or authorize all or any part of the Licensed Product to be copied onto another user's computer.
 - 2.1.5. You may NOT decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of the Licensed Product except to the extent that you may be expressly permitted to reverse engineer or decompile under applicable law.
 - 2.1.6. You are NOT permitted to grant any sub-licenses of the Product.

2.2. Conditions: Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of Fees due for the Licensed Product and your compliance with the terms of this agreement, including the following restrictions.

3. Term and Termination.

3.1. This License is effective until terminated. You may terminate this License at any time by destroying all copies of Software, including any documentation. This License will terminate immediately without notice from DEMANDQ if you fail to comply with any provision of this License. Upon termination, you must destroy all copies of Software.

4. Other

4.1. Ownership of IP Rights: DEMANDQ owns all Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Your only rights in the Licensed Products, Documentation, and Design Techniques are the rights expressly granted in this Agreement; all other rights are reserved by DEMANDQ. DEMANDQ may freely use and disseminate any Feedback you provide. You agree not to claim that DEMANDQ owes you any compensation for its use or dissemination of such Feedback.

4.2. Your Data: You grant a non-exclusive, non-transferrable right and license to Your Data. You shall retain all right, title, and interest in and to Your Data, and DEMANDQ acknowledges that it neither owns nor acquires any additional rights in and to Your Data not expressly granted by this Agreement.

4.3. Limitation of Liability: For each product you license or purchase from DEMANDQ under this agreement, DEMANDQ's total, cumulative liability to you is limited to the amount of Fees you paid for that product (regardless of the nature of the liability or the nature or number of claims giving rise to the liability). DEMANDQ will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement, or the products and services provided to you under this agreement. The limitations of liability in this section are a fundamental part of this agreement. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

4.4. Governing Law; Jurisdiction: This agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. The courts located in Massachusetts have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

4.5. Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused.

4.6. Independent Contractors: The parties to this agreement are independent contractors. Neither party is the agent or partner of the other party or has any power or authority to act on behalf of the other party.

4.7. Severability: If any provision in this agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.

4.8. Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You

agree that monetary damages alone would not be an adequate remedy, and therefore DEMANDQ will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

- 4.9. Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.
- 4.10. Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to DEMANDQ will be binding on DEMANDQ or have any legal effect.

5. **Glossary of Definitions**

- 5.1. Your Data: means utility billing information, meter information, indoor temperature by heating/cooling zone, inclusive of demand and consumption data, and all analytics and reports generated from the delivery of the services related to the Licensed Product(s).
- 5.2. Feedback means any ideas or suggestions you voluntarily provide to DEMANDQ (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products, including possible enhancements or improvements.
- 5.3. Fees means the amounts you must pay when you purchase products from DEMANDQ under this Agreement.
- 5.4. Intellectual Property Rights means all patent rights, copyrights, trade secret rights, directories, queries, databases, algorithms, structure and organization of Licensed Product(s), and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.
- 5.5. Licensed Products has the meaning given in section 1.
- 5.6. You (and variations thereof) mean the entity that agrees to the terms and conditions of this agreement as the licensee.