

THIS IS A LEGAL DOCUMENT. YOU MUST READ THE ENTIRE AGREEMENT AND AGREE TO BE BOUND BY IT BEFORE USING THE HAWKEYE MODULE.

UNITED ENGINEERING, INC. DOING BUSINESS AS HAWKEYE ENERGY SOLUTIONS
END USER LICENSE AGREEMENT
(Version 1.0)

Please read this End User License Agreement (the “Agreement”) carefully, as it sets forth the terms and conditions of the contract between you as well as your employer or other person or entity you serve or represent or on whose behalf, or for whose benefit, you use the Module (individually and collectively, “You”), on one hand, and United Engineering, Inc., which does business as Hawkeye Energy Solutions, on behalf of itself and any other controlled subsidiary or affiliate of the foregoing that operates, maintains, or enforces rights in connection with the Module (collectively, “Hawkeye”), on the other hand. This Agreement governs Your use of the Module.

IMPORTANT – READ CAREFULLY THIS NON-LIMITING SUMMARY OF CERTAIN KEY TERMS OF THIS AGREEMENT. YOU MUST ALSO READ THIS AGREEMENT IN FULL:

- You must be at least 18 years of age to use the Module;
- If You distribute or resell to Module, You will do so only with the prior, express, written consent of Hawkeye and subject at all times to Hawkeye’s complete direction and control, and you will ensure that the License granted in this Agreement extends to a single end user and that such end user is presented with and agrees to this Agreement, and all the terms of this Agreement, as the party identified as “You”;
- You agree that the License granted in this Agreement is and will be provided to one end user to (1) access data related to the Module and the Module in object code or executable form only, (2) solely as set forth in the applicable license (e.g., as managed by Tridium, Inc. or other applicable party), (3) on only a single system, (4) with a single host ID, (5) for the internal, non-commercial, non-resale purposes of the owner of the host ID, and (6) solely in connection with the services provided by Hawkeye;
- You agree not to reverse-engineer, copy, or disseminate any information related to the Module or how it operates and to use the Module solely in a manner intended by Hawkeye;
- You agree that this Agreement, and Your License to use the Module, may be terminated or revised at any time for any reason by Hawkeye;
- You agree that Hawkeye will be entitled to an immediate injunction or other equitable relief against You, and all of its attorneys’ fees and other expenses, in connection with enforcing

Hawkeye's intellectual property, computer code, source code, confidential information, or trademarks;

- You agree to use the Module at Your own risk, that the Module is provided as-is without any warranty or representation, and that the Module is subject to the limitations of liability set forth herein;
- You agree that Hawkeye has no responsibility for any third-party products, services, software, functionality, or content that may be incorporated into or used with the Module; and
- You agree to the restrictions set forth herein on Your use of, or access to, the Module and to indemnify, defend, and hold harmless Hawkeye in connection with any claims related to Your use of the Module.

If You would like to print out or review these terms on another device, they are available at

www.hawkeye-es.com/eula.html.

www.hawkeye-es.com/terms.html

1. Interpretation and Application

The rights provided to Hawkeye pursuant to this Agreement apply to, and may be exercised by or on behalf of, any of Hawkeye's Related Parties. The term "Related Parties" means direct and indirect affiliates, parents, and subsidiaries and their respective owners, stockholders, other equity holders, officers, agents, employees, and directors as well as any and all, whether direct or indirect, predecessors-in-interest, successors-in-interest, suppliers, vendors, manufacturers, developers, distributors, contractors, partners, agencies, and customers.

Any obligation on You not to do something includes an obligation that You not do, attempt to do, or allow that thing to be done or otherwise contribute to, assist, induce, entice, encourage, or incentivize such thing to be done.

Unless the context otherwise requires, the word "or" is disjunctive but not exclusive; the word "including" (and other versions of "include") means "including, but not limited to,"; and the words "shall" and "will" have the same mandatory meaning to impose obligations.

The words "Disclose" or "disclose" each mean to, in whole or in part, transfer, transmit, describe, reveal, make known, provide access to, provide another the means of discovering, learning, or receiving information or to contribute to, induce, entice, encourage, or incentivize any of the foregoing. Any obligation regarding confidential information (e.g., to protect it or keep it confidential) includes preventing it from being disclosed.

Any reference to the Module (as defined below) applies individually and collectively to the entire Module, any work or development derived from the Module, or any portion of the Module, including any information on or that constitutes part of the Module.

2. Your Agreement to be Bound; Commencement of Term

You agree to be bound by the terms of this Agreement (including all agreements and policies of Hawkeye) by installing, opening, or accessing the Module or by clicking the “Agree” or “Accept” button. The term (“Term”) of this Agreement will commence when You first do any of the foregoing. And You reaffirm Your agreement each time You do any of the foregoing.

If You do not agree to these terms, do not use the Module (not even for trial use purposes); close out of, and delete, all instances of the Software; and disconnect all Your devices from the Module.

If You decline these terms prior to, or within 24 hours of, Your first use of the Module, You may seek a refund of any fees paid prior to such first use.

3. Incorporated Terms, Policies, and Agreements

This Agreement includes and incorporates the content and terms of the related terms, conditions, agreements, or policies available at www.hawkeye-es.com/terms.html (the “Site”).

4. Scope

This Agreement is a legal document. The terms and conditions apply to the following, each of which constitute part of the “Module”:

- the Hawkeye Site;
- the Hawkeye software application and code associated with the Module (“Software”);
- all databases, algorithms, third-party integrations, and other functionality to which the Software and Site are connected, including information of Hawkeye stored on the Niagra platform;
- all text, images, graphics, sounds, audio, music, videos, audiovisual combinations, blogs, social media, interactive features, collections, or other material You may view on or access through the Module;
- all computer software associated with the Module (including algorithms, source code, object code, compilation code or software, build tools or data, data structures, databases, firmware, hardware, and any related data, information, or code as well as all updates, patches, data, or new versions of the Module);
- data input to or via the Module, stored in connection with the Module, related to the Module, modified by the Module, transmitted by the Module, or exported in any way (e.g.,

printing, creating documentation or reports, or displaying) from the Module;

- the operation and layout off the Module, including the manner and process by which information is input, stored, displayed, analyzed, presented, or otherwise processed;
- the look and feel of the Module (e.g., icons, colors, screen layout, and graphical user interface or GUI);
- instructions, documentation, and other materials describing or associated with the Module;
- legal notices; and
- all information regarding You or Your account or access credentials (if any) on the Site or Module (“Registration”).

5. Your Representation, Warranties, and Related Covenants

You represent, warrant, and covenant that:

- all information You submit to Hawkeye or the Module is and will be true and accurate and You have all necessary rights and licenses to submit such information;
- You are 18 years of age or older;
- You will use the Module only as intended by Hawkeye;
- You have read all terms and disclaimers set forth in this Agreement prior to using the Module and agree to be bound by the terms of this Agreement; and
- You will not use the Module, or submit information to the Module, in violation of any law or rights of any other person or entity.

6. Disclaimer: Third-Party Services, Hardware, or Software

The Module may use or incorporate third-party services, hardware, or software (“Third-Party Services or Products”). Hawkeye is not responsible in any manner for any Third-Party Services or Products.

FOR THE AVOIDANCE OF DOUBT, HAWKEYE PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO SUCH THIRD-PARTY SERVICES OR PRODUCTS, INCLUDING WITH RESPECT TO FUNCTIONALITY OF SUCH EXTERNAL SOFTWARE.

Hawkeye does not provide any warranty, maintenance, technical, or other support for any Third-Party Service or Product. Hawkeye does not warrant the accuracy, timeliness, sufficiency, effectiveness, or suitability of any Third-Party Services or Products, which You use at Your own risk. Accordingly, Hawkeye is not responsible for Your use of any Third-Party Service or Product

or any personal injury, death, property damage, or other harm or losses arising from or relating to Your use of any Third-Party Service or Product.

You agree that You have no recourse against Hawkeye for any Claim or Loss arising out of or related to any Third-Party Service or Product. Claims against third-parties in connection with Third-Party Services or Products must be brought against the applicable third-party (e.g., the manufacturer or provider of such service) and not Hawkeye.

For the avoidance of doubt, the mere inclusion of links to any third-party website in or with the Module does not create or imply any affiliation between Hawkeye and such website or the entity that operates the website.

7. Third-Party Software Licenses

Certain software included in, distributed with, or downloaded in connection with the Module may comprise third-party proprietary software or code that is subject to separate license terms ("Third-Party Software"). All such Third-Party Software may comprise or include software or software components that are derived, in whole or in part, from software that is distributed as free software, open source software, or under similar licensing or distribution models (collectively, "External Software").

Your use of External Software is subject in all cases to the applicable licenses from the applicable External Software providers, which will take precedence over the rights and restrictions granted in this Agreement solely with respect to such External Software and solely to the extent required by such licenses. You will comply with the terms of all applicable External Software licenses, if any. For example, copyrights to open source software are held by their respective copyright holders indicated in the copyright notices in the corresponding source files.

FOR THE AVOIDANCE OF DOUBT, HAWKEYE PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO SUCH EXTERNAL SOFTWARE, INCLUDING WITH RESPECT TO FUNCTIONALITY OF SUCH EXTERNAL SOFTWARE.

Hawkeye does not provide any warranty, maintenance, technical, or other support for any External Software. Accordingly, Hawkeye is not responsible for Your use of any External Software or any personal injury, death, property damage (including to Your home), or other harm or losses arising from or relating to Your use of any External Software.

You agree that You have no recourse against Hawkeye for any Claim or Loss arising out of or related to any External Software. Claims against third-parties in connection with External Software must be brought against the applicable third-party (e.g., the manufacturer or provider of such service) and not Hawkeye.

8. Data Use

Certain features associated with the Module use internet protocols and may send to the

appropriate systems computer information, such as Your internet protocol address; the type of operating system, browser, and name and version of the software You are using; or the language code of the device where You installed or access the Module. Hawkeye or its designees may use this information to make the internet-based services available to You.

9. Your Personal, Limited License to Access the Module

During the period of time when You are permitted to use the Module (by purchase agreement or otherwise) and contingent at all times upon Your compliance with the terms of this Agreement: Hawkeye conveys to You, as a single end user, a limited, non-exclusive, personal, freely revocable right to (1) access data related to the Module and the Module in object code or executable form only, (2) solely as set forth in the applicable license (e.g., as managed by Tridium, Inc. or other applicable party), (3) on only a single system, (4) with a single host ID, (5) for the internal, non-commercial, non-resale purposes of the end user, and (6) solely in connection with the services provided by Hawkeye (the "License").

For the avoidance of doubt, the License is strictly limited to single host ID. Following acceptance of an applicable license in connection with a single host ID, no such host ID or any right under any applicable license, or this License, may be assigned, sold, transferred, or otherwise provided to any other person or entity without the prior, express, written consent of Hawkeye.

If You distribute or resell to Module, You will do so only with the prior, express, written consent of Hawkeye and subject at all times to Hawkeye's complete direction and control, and you will ensure that the License granted in this Agreement extends to a single end user and that such end user is presented with and agrees to this Agreement, and all the terms of this Agreement, as the party identified as "You."

10. Ownership and Intellectual Property

The Module is proprietary to Hawkeye and its licensors. All right, title, and interest in and to the Module, including all intellectual property and all other legal rights, titles, and interests, do and will remain with Hawkeye and its licensors. For the avoidance of doubt, and by non-limiting example, You acknowledge and agree that the source and object code of the Module and the format, directories, queries, databases, algorithms, structure, and organization of the Module are the intellectual property and proprietary and confidential information of Hawkeye and its licensors only. All rights not expressly granted under this Agreement are reserved to Hawkeye and its licensors.

Neither this Agreement, nor any rights or obligations provided in it, constitutes a sale or other transfer of any right, title, or interest in or to the Module or any portion thereof.

All trademarks, service marks, trade names, trade dress, logos, slogans or other identifiers of source, endorsement, or affiliation—and the goodwill associated therewith—included or displayed in or around the Module ("Marks") are the exclusive property of Hawkeye with the exception of third-party marks expressly identified by Hawkeye as the property of another third-

party. You are not permitted to use any of the Marks, or any third-party mark, without the express, prior, written consent of Hawkeye.

11. Restrictions on Use

Only persons 18 years of age or older are authorized to use, input data into, or interface in any way with the Module, and You will not permit any person who does not meet both requirements from doing so.

You may not do or attempt to do any of the following, except to the extent specifically and expressly allowed in Section 9:

- access or use the Module other than as specifically set forth in this Agreement or allow any other person or entity other than You to access or use the Module;
- attempt to use the Module for Your, or Your company's, gain independent of Hawkeye or as otherwise not in furtherance of the interests of Hawkeye;
- use the Module for any advertising purpose or submit any advertisement or solicitation through or to it;
- reverse engineer, decompile, disassemble, or access any portion of the Module;
- alter, copy, download, scrape, remove, or acquire any data in, or associated with, the Module, including accessing, using, or copying any portion of the Module using automated mechanisms, such as bots, spiders, scrapers, web crawlers, or indexing agents;
- reproduce, publicly display, publicly perform, download, use, copy, modify, reconfigure, divide, create derivative works of, sublicense, or distribute any portion of the Module;
- remove or modify any markings, notices of rights, or Marks from the Module or any documents or information associated with the Module;
- make the Module available in any manner to any third-party for use in the third-party's business operations or otherwise, including re-hosting or using the Module on equipment, operating systems, or platforms not approved by Hawkeye;
- transmit to the Module any information that contains any viruses or other computer programming routines that may damage, interfere with, intercept, or take any system or data associated with the Module;
- send to or otherwise impose an unreasonably large amount of information or requests on the Module;
- use the Module in any way that violates any applicable federal, state, local, or international law or regulation (including any laws regarding the export of data or software to and from

the United States or other countries);

- use the Module for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- use the Module to send, knowingly receive, upload, download, use, or re-use any material that does not comply with this Agreement or any other rights or obligations of a third-party;
- use the Module to transmit, or procure the sending of, any advertising or promotional material without the express, prior, written consent of Hawkeye, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- use the Module to impersonate, or to attempt to impersonate, any person or entity other than Yourself, including Hawkeye, a Hawkeye representative, any other client, or any other person or entity (including by using e-mail addresses, license keys, or access credentials associated with any of the foregoing);
- engage in conduct that is harmful, unethical, fraudulent, deceptive, or offensive; or
- use the Module to engage in any other conduct that restricts or inhibits authorized user’s use or enjoyment of the Module, or that may harm Hawkeye or its authorized users or clients, or expose any of the foregoing to reputational harm or liability.

12. Prohibited Countries

The Module is not open to any person who lives in any country that is prohibited by law, regulation, treaty, or administrative act from entering into trade relations with the United States. It is solely Your responsibility to determine if You may lawfully use the Module in any particular country or jurisdiction.

13. Term and Termination; Updates to Agreement

Unless terminated as provided in this section 13, and subject to any update or modification as set forth in this Section, the terms of this Agreement will continue in perpetuity.

You agree that Hawkeye may revise, update, or change this Agreement at any time in its sole and complete discretion. Updates may be posted publicly on the Site, or other operative website of Hawkeye, or distributed to You via the Module or other means. If there is any ambiguity as to which version of this Agreement applies, You agree that the terms of the most recent version will apply, by default, to the entire time period during which You used of the Module.

You agree that Hawkeye may issue additional policies related to the Module.

Hawkeye will have the right to terminate this Agreement without notice if You fail to comply

with this Agreement or any other policy of Hawkeye.

Additionally, by way of non-limiting example, Your right to access the Module, and Your Registration information (if any), will terminate upon any of the following: Your failure to comply with any term or condition of this Agreement, Your unlawful use of the Module, or Your abusive conduct involving the Module that is outside the normal contemplated use thereof. The foregoing includes, any acts induced by You, contributed to by You, or conducted with Your participation, direction, control, or assent. Upon termination of the License granted herein, You must cease all use of the Module and destroy all copies (physical or electronic) of any portion of the Module (including the Software and all component parts and copies thereof and all related materials, data, and documents) and certify to Hawkeye, if so requested by Hawkeye, that all the foregoing have been so destroyed.

The License to You will immediately terminate upon Your breach of any term of the Agreement, unless such breach is curable and is actually and immediately cured by You, which will be determined in Hawkeye's sole and complete discretion. These remedies are cumulative and in addition to any other remedies available to Hawkeye.

All terms of Sections 6, 7, 8, 10, 11, 16, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, as well others that by their nature are intended to or would be expected to survive, will survive termination of this Agreement.

14. Your Registration and Termination

You may be required to create an account or update an existing account. You may be asked to complete an initial questionnaire, or to provide information to Hawkeye, to begin or continue using the Module.

Hawkeye, in its sole and complete discretion, may terminate Your Registration at any time without notice if you fail to comply with this Agreement or any policy of Hawkeye. You agree that if Your use of the Module is terminated pursuant to this Agreement, You will not attempt to access or use the Module, including under any name or entity, real or assumed.

15. Registration and Security

You agree and acknowledge that Your Registration information is for Your use only and not for the use of any other person or entity.

You are solely responsible any activity in connection with Your Registration and, if You are provided access credentials, You agree to maintain Your own access credentials and not use anyone other person's access credentials. You further agree not to share or sell Your access credentials and to notify Hawkeye if You suspect unauthorized use of Your Registration information or access credentials.

Please immediately alert Hawkeye to any unauthorized use of Your Registration information or access credentials by e-mailing Hawkeye at support@hawkeye-es.com.

16. Warranty Disclaimer and Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE MODULE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE MODULE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER HAWKEYE NOR ITS SUPPLIERS, DISTRIBUTORS, OR CUSTOMERS, NOR ANY OF THEIR RESPECTIVE RELATED PARTIES, MAKES OR HAS MADE ANY REPRESENTATION, WARRANTY, ASSURANCE OR PROMISE OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MODULE, ITS USE, OR THE RESULTS OF SUCH USE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND HAWKEYE EACH EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, PAST OR PRESENT, EXPRESS OR IMPLIED, WHETHER STATUTORY, COMMON-LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES WILL HAWKEYE OR ANY OF ITS RELATED PARTIES BE LIABLE TO ANY PERSON OR ENTITY UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR STATUTORY OR CIVIL PENALTIES OF ANY KIND—INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF CURRENT OR PROSPECTIVE OPPORTUNITIES, OR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IN ANY WAY CONNECTED TO THE INSTALLATION, SETUP, CONFIGURATION, USE, MAINTENANCE, PERFORMANCE, DEFECT, FAILURE, OR INTERRUPTION OF THE MODULE OR ANY PRODUCT OR SERVICE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), EVEN IF HAWKEYE, OR ANY RELATED PARTY, IS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE TERMS OF THIS SECTION, HAWKEYE OR ANY OF ITS RELATED PARTIES IS FOUND TO BE LIABLE UNDER ANY THEORY OR IN ANY ACTION, SUCH LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES OR REMEDY OR OTHER CAUSE OF ACTION OR LEGAL RIGHT) IS AND WILL BE LIMITED EXCLUSIVELY TO A MAXIMUM OF FIVE HUNDRED U.S. DOLLARS (\$500.00) IN THE AGGREGATE. FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS PROVIDED IN THIS SECTION SHALL

APPLY EVEN IF ANY OR ALL PRODUCTS, SERVICES, OR OTHER ACTUAL OR POTENTIAL REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Without limiting the foregoing, Hawkeye does not warrant or represent that the operation of the Module will be uninterrupted or error-free or that any defect within the Module will be corrected. Furthermore, Hawkeye does not warrant or make any representation regarding the results of Your use of the Module in terms of capability, correctness, accuracy, reliability, or otherwise; that the Module will meet Your requirements; or that the Module is secure. No presentation, specimen, information, or advice—whether oral or written—given by Hawkeye, any representative of Hawkeye, any client, or any other person or entity will create a warranty.

For the avoidance of doubt, neither Hawkeye nor any of its Related Parties will have liability with respect to the content of the Module, including with respect to errors or omissions contained in the Module or any claim related to the following: libel, business interruption, personal injury, loss of privacy, disclosure of confidential information, or infringement or violation of any third-party's rights of publicity, intellectual property, privacy, or moral right.

You release and waive all claims against Hawkeye and any of its Related Parties from any and all Claims or Losses arising out of Your use of the Module. If You are a California resident, You waive any rights You may have under § 1542 of the California Civil Code—or any similar law or right—which reads: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” You agree to release unknown claims and waive all available rights under California Civil Code § 1542 or under any other statute or common law principle of similar effect. To the extent permitted by applicable law, the release in this Section covers all such claims regardless of the negligence of Hawkeye or any of its Related Parties.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to You. The limitations provided in this Agreement are intended to apply to the fullest extent allowable under applicable law, and You acknowledge that the terms will be construed and enforced as necessary to limit Hawkeye's and any of its Related Party's possible liability to the amount set forth herein.

17. Reliance on Information Posted

The information presented on or through the Module is made available solely for general information purposes. Hawkeye does not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. Hawkeye disclaims all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Module or by anyone who may be informed of any of its contents.

The Module may include content provided by third-parties, including materials provided by

other member users and third-party licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Hawkeye, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Hawkeye. Hawkeye is not responsible, or liable to You or any third-party, for the content or accuracy of any materials provided by any third-parties.

18. Changes to the Module

Hawkeye may update the content on the Module from time to time, but its content is not necessarily complete or comprehensive. Any of the material on the Module may be out of date at any given time, and Hawkeye is under no obligation to update such material.

19. Indemnification

YOU AGREE TO, BY ASSUMING AND PAYING IMMEDIATELY ON DEMAND, INDEMNIFY, DEFEND, AND HOLD HARMLESS HAWKEYE AND ALL OF ITS RELATED PARTIES FROM AND AGAINST ANY AND ALL ALLEGATIONS, NOTICES, CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND FEES (INCLUDING REASONABLE ATTORNEYS' FEES) (EACH INDIVIDUALLY A "CLAIM OR LOSS" OR COLLECTIVELY "CLAIMS OR LOSSES") RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH THE FOLLOWING: YOUR USE OF THE MODULE, YOUR VIOLATION OF THIS AGREEMENT, OR YOUR INTERACTION WITH HAWKEYE.

YOU AGREE AND ACKNOWLEDGE THAT HAWKEYE WILL NOT INDEMNIFY YOU IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, THE MODULE, OR YOUR USE OF THE MODULE, INCLUDING IN CONNECTION WITH AN UNAUTHORIZED PARTY ACTING ON YOUR BEHALF.

20. Security and Privacy

Hawkeye seeks to protect sensitive personal data from unauthorized access, use, and disclosure using appropriate physical, technical, organizational, and administrative security measures based on the type of personal data and how Hawkeye processes that data. However, the Module is subject to several factors that Hawkeye cannot control (e.g., communication lines over the internet); as such, Hawkeye cannot guarantee that the Module will be absolutely secure.

You acknowledge and agree that the internet is neither more nor less secure than other communications media, including mail, facsimile, and telephone services—all of which can be intercepted and otherwise compromised.

You have been advised and agree to assume that all unencrypted internet communications are not secure.

21. Consent to Electronic Communications and Information You Provide

By providing Hawkeye with Your e-mail address, You consent to receive unencrypted and unsecured e-mail communications from Hawkeye. You agree that any notices, agreements, disclosures, or other communications that Hawkeye provides to You by e-mail or other electronic means (including through the Module) satisfy any legal communication requirements.

Hawkeye has the right, but not the duty, to monitor Your use of the Module, including any information You provide. Any information You send to Hawkeye by e-mail may be misdirected or intercepted by unintended recipients, and thus it may not constitute a confidential medium of communication. If You have confidentiality concerns, You will use an alternative mode of communication and not transmit any sensitive or confidential information to Hawkeye via e-mail.

The Module may provide You the option to communicate with Hawkeye through e-mail. This option is, or will be, provided solely for Your convenience, and it may not be secure. By using e-mail, You agree that Hawkeye is not responsible for the privacy of any e-mail messages. Hawkeye does not warrant the confidentiality or security of any e-mail transmission.

You are responsible for all information You send through or to the Module. This means that You agree not to transmit information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive, discriminatory, profane, invasive of the rights of publicity or privacy of another person, or violates any law, confidentiality agreement, or legal right of any person or entity. Hawkeye may edit, delete, modify, or ban such information and take necessary legal action.

22. Confidentiality

“Hawkeye Confidential Information” means any non-public information belonging to, or in the possession, custody, or control of Hawkeye or any of its Related Parties and includes information related to the Module (e.g., contained or stored in or on the Module). “Hawkeye Confidential Information” also includes instructions or feedback provided by the Module, information associated with the Hawkeye services or Software as well as Hawkeye’s or any of its Related Parties’ business plans, sensitive information, trade secrets, know-how, inventions, techniques, data, research, developments, specifications, samples, patterns, designs, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, customer lists, personal information, financial information, strategic information, historical data or data analyses, operational information, business plans, sales and marketing plans, or other non-public information and all other information disclosed to You via the Module. “Hawkeye Confidential Information” does not include any information that, without breach of this Agreement, breach of any other obligation, or other wrongful or unreasonable act (i) is or becomes a part of the public domain; (ii) based upon conclusive, documentary evidence, was known to You at the time You received it from Hawkeye; or (iii) is independently developed by You without reference the Hawkeye Confidential Information. Even if Hawkeye Confidential Information may fall under one of the foregoing exceptions, You will not disclose to any third-party that such information is used in any way by Hawkeye or any of its Related Parties, the manner in which such information

is used, or that the information is considered a trade secret of Hawkeye or any of its Related Parties. You will not attempt to use any such information, or other Hawkeye Confidential Information, as a guide or reference to assemble publicly available pieces of information together or to argue that such information is not Hawkeye Confidential Information

You will use Your best efforts to preserve and protect the confidentiality of the Hawkeye Confidential Information at all times, both during the term of this Agreement, and for a period of at least five (5) years after termination of this Agreement; provided, however, that You will keep confidential in perpetuity all computer code or source code, all Hawkeye Confidential Information stored in Hawkeye databases, and all trade secrets of Hawkeye or any of its licensors or Related Parties. For the avoidance of doubt, the restrictions set forth above (including in Section 11 (Restrictions on Use)) will survive the termination of this Agreement in perpetuity.

You will not use or disclose any Hawkeye Confidential Information other than solely and directly in the ordinary course of using the Module. You will not use or disclose any Hawkeye Confidential Information for any purpose following expiration or termination of this Agreement. As a non-limiting example, You will not incorporate, seek to incorporate, or allow to be incorporated any Hawkeye Confidential Information into any intellectual property or development of any person or entity other than Hawkeye, including into any joint intellectual property or development.

You will notify Hawkeye in writing immediately upon discovery of any unauthorized use or disclosure of Hawkeye Confidential Information or any other breach of this Agreement by anyone and will cooperate with Hawkeye in every reasonable way to regain possession of Hawkeye Confidential Information and prevent any further unauthorized use.

Except to the extent prohibited by applicable law: upon request of Hawkeye, You will promptly return (or destroy, iff requested by Hawkeye) all Hawkeye Confidential Information and all materials incorporating or referencing any of the foregoing. If requested by Hawkeye, You will provide a written certification, signed under penalty of perjury, to Hawkeye that You have done so. If Hawkeye makes no request for Hawkeye Confidential Information to be returned or destroyed, You will permanently destroy each and all of the foregoing Hawkeye Confidential Information within seven (7) calendar days following termination or expiration of this Agreement.

If You are legally required to disclose any of the Hawkeye Confidential Information, then, prior to such disclosure, You will assist Hawkeye in (i) seeking a stipulation or entry of a protective order to prevent disclosure or, if prevention is not reasonably practicable, to limit disclosure; (ii) if disclosure is required, seeking a stipulation or entry of a confidentiality order to protect the information required to be disclosed; (iii) cooperate with the Hawkeye to facilitate Hawkeye's review, prior to disclosure, of all Hawkeye Confidential Information to be disclosed for responsiveness, privilege, confidentiality, and privacy; and (iv) at all times undertake all reasonable efforts to protect and limit the amount and extent of Hawkeye Confidential Information that must be disclosed, including providing confidentiality designations or stamps

and redactions requested by Hawkeye. In all circumstances, You will disclose the Hawkeye Confidential Information only to the minimum extent necessary to comply with the applicable legal requirements.

23. Submissions of Information

Do not send Hawkeye any ideas, suggestions, materials, concepts, or other information (collectively "Submitted Information") unless specifically requested by the Module or Hawkeye. If You do send Submitted Information to Hawkeye, that Submitted Information will become the property of Hawkeye, and You do and will disclaim and waive any intellectual property right, and any other right or ownership, in or to such Submitted Information, including disclaiming and waiving all rights of publicity or privacy associated with such information. This means that Hawkeye will have unrestricted use of the Submitted Information for Hawkeye's personal and commercial purposes. Hawkeye will not compensate You and will not be liable to You or any other provider of the Submitted Information.

If You send Submitted Information to Hawkeye, You represent and warrant that (i) it is original to You; (ii) it does not contain or violate the intellectual property or other legal rights or any person or entity, and (iii) that You have the right to disclose and submit it to Hawkeye without any confidentiality or other obligations. You acknowledge and agree that You have no recourse against Hawkeye for any alleged or actual infringement or misappropriation of any proprietary right in any Submitted Information.

Hawkeye is not obligated to maintain the confidentiality of any Submitted Information submitted, and Hawkeye disclaims any liability that may result from its disclosure of any Submitted Information submitted in violation of its policy.

24. Hawkeye's Entitlement to Injunctive Relief

You acknowledges and agree that the Hawkeye Confidential Information is, and will be, of special and unique character, which gives it a peculiar and economic value, and that any breach of this Agreement, or access to or disclosure of such information, cannot and will not be adequately compensated by damages in an action at law, will lead to damages that are difficult or impossible to calculate or measure, and will cause Hawkeye immediate and irreparable harm and injury. Accordingly, Hawkeye will be entitled, in addition to all other remedies available at all, to a restraining order, injunction, specific performance, and other equitable relief necessary to redress any actual or threatened breach of this Agreement regardless of any applicable legal standard for the issuance or grant of the foregoing. By way of non-limiting example, You will and do hereby waive any requirement that Hawkeye submit proof of the economic value of any Hawkeye Confidential Information or post a bond or any other form of security. Nothing contained herein will be construed as a waiver by Hawkeye of any other rights or remedies under the law or in equity.

25. Deadline for Claims or Causes of Action

You agree that regardless of any statute or law to the contrary, any claim or cause of action You may have arising out of or related to any use of the Module or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

26. Choice of Law

The laws of the state of Illinois, without giving effect to its conflict of law principles, govern all adversarial proceedings arising out of this Agreement. Subject to the dispute resolution provisions set forth below, if You take legal action against Hawkeye or any of its Related Parties in connection with any action or dispute relating to this Agreement, You will file such action only in a dispute resolution entity or state or federal court with jurisdiction over Chicago, Illinois.

27. Dispute Resolution

You agree that You will promptly (but within no more than fourteen (14) business days) notify Hawkeye in writing of any dispute You have with Hawkeye regarding this Agreement, Hawkeye, or the Module. You will provide in writing a detailed explanation of the bases for Your contentions in connection with any dispute and will provide such written notice and explanation at least ninety (90) calendar days before commencing any legal action or third-party dispute resolution services. You agree to negotiate in good faith with Hawkeye during those ninety (90) calendar days to seek to resolve the dispute.

If the dispute is not resolved within ninety (90) calendar days after the initial notice, then the parties agree to resolve the dispute through final binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement in accordance with the terms of this Section and to the extent permitted by law. The arbitration will be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS") (or, if JAMS is not available, by a commercial arbitration entity of similar reputation and capability) by a single arbitrator in English, and the arbitration proceedings will be conducted at a location of Hawkeye's choosing. The disputes will be subject to JAMS' Comprehensive Arbitration Rules and Procedures. The parties agree to treat the arbitration proceedings and any related discovery as strictly confidential. The terms of this Section govern in the event they conflict with the rules of JAMS. The arbitration award will be in writing and will contain findings of fact and conclusion of law and will set forth the nature, amount, and manner of calculation of damages. The award will be final and non-appealable. Accordingly, the parties hereby expressly waive their constitutional and other rights to a trial by judge or jury. The parties agree that this agreement to submit claims to binding arbitration does not cover claims solely for injunctive relief or equitable relief as to which claims, and only as to which claims, it is understood and agreed that either party may seek and obtain injunctive relief from a court of competent jurisdiction as a provisional remedy pending appointment of an arbitrator if applicable.

There will be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported

representative capacity on behalf of the general public (including as a private attorney general).

Other than as set forth in Section 28, all administrative fees and expenses of arbitration will be divided equally between You and Hawkeye. Each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration hearing.

Notwithstanding the foregoing, Hawkeye may seek injunctive or other equitable relief to protect Hawkeye Confidential Information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction at any time and without following the dispute resolution procedures otherwise set forth above.

28. Attorneys' Fees

Notwithstanding the foregoing, Hawkeye will be entitled to collect all its reasonable attorneys' fees and other costs and expenses incurred (i) in seeking an injunction (or other legal or equitable relief) to protect its Module, Software, other computer code or source code, Hawkeye Confidential Information, Marks, or any other of its intellectual property; (ii) in, on a claim-by-claim basis, defending against any claim brought by You against Hawkeye in which You do not prevail following the exhaustion of all final appeals or potential appeals; or (iii) in collecting fees or payments due by you to Hawkeye.

29. Export Regulation

The Module may be subject to United States export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Module to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Module available outside the US.

30. United States Government Rights

The Module is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are an agency of the United States Government or any contractor therefor, You receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other United States Government licensees and their contractors.

31. Other Provisions

The Section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

You may not assign, novate, or otherwise transfer any rights, obligations, or other provisions of

this Agreement or Your Registration to any other person or entity. Hawkeye, however, may transfer, assign, or novate any rights, obligations, or provisions of this Agreement at any time without notice to or consent from You.

You agree that: (i) if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (ii) if an unenforceable provision is modified or disregarded in accordance with this Section, then the rest of this Agreement will remain in effect as written; and (iii) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

No waiver of any of any privacy policy or this Agreement will be effective unless it is in writing and signed by an authorized representative of Hawkeye. No such waiver will be deemed a further or continuing waiver of such term or any other term or condition of use.

This Agreement, and the policies and agreements incorporated in it, constitutes the entire agreement between You and Hawkeye as it relates to Your use of the Module. Neither Hawkeye nor any of its Related Parties has made any promises, statements, or assurances other than as expressly set forth herein. You acknowledge and represent that You have not relied, and will not rely, on any promises, statements, or assurances other than as expressly set forth herein. You do not have, will not have, and will not assert any claim based on any implied term, provision, promise, statement, or assurance.

The relationship between Hawkeye and You is that of licensor and licensee, and it is not the purpose or intention of this Agreement or of the parties to create a partnership, joint venture, principal-agent, or other relationship for any purpose whatsoever. To the extent any terms are used by Hawkeye or You that might suggest otherwise, it is expressly understood that they refer only to the spirit of cooperation and do not describe or expressly or impliedly the legal status of licensor and licensee under this Agreement.