This Agreement (“Agreement”) is by and GreenRated, L.P. (“GreenRated”) and You as the user signing on this site (“Applicant”). In consideration of the mutual promises set forth herein, and for other good and valuable consideration, it is agreed:

1. Applicant agrees to comply with and abide by all of the Directions for Use of GreenRated Checklist Platform, which are hereby incorporated herein by reference. Applicant acknowledges and agrees that if Applicant fails to pay, perform or comply with any of the Directions for Use, GreenRated may terminate this Agreement and exercise its rights and remedies available at law or in equity. To help keep this process transparent, GreenRated includes a comments facility on each profile page. Positive comments will be shared with the Applicant and reviewed for possible inclusion on a comments section on the location’s profile page. Negative comments will be reviewed by GreenRated and the Applicant. Without limiting the generality of the foregoing, if the claim has merit and the Applicant is unable to remedy within a reasonable period of time, the Applicant’s GreenRated inclusion on the platform may be modified or revoked.

2. Applicant agrees to grant GreenRated a non-exclusive, irrevocable, perpetual, royalty-free, worldwide license to use, display, reproduce, and publish in any setting or place, including on the Internet, any information submitted to GreenRated as part of the Platform process, including responses to the Checklist, and the resultant postings and comments and content thereof, together with other such information concerning Applicant and its properties. Applicant represents and warrants that none of the information submitted to GreenRated as part of the Platform process, including responses to the Checklist, infringes or otherwise violates the rights of any third party.

3. Applicant represents and warrants that all responses to the Checklist and any other information provided by Applicant as part of the Platform process are accurate and are in no way misleading or incomplete.

4. Applicant agrees to indemnify, defend and hold harmless GreenRated, including its officers, owners, directors, employees, affiliates, agents, licensors, representatives, attorneys, and business partners (“Indemnified Parties”), from any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, and expenses (including attorneys’ fees) that GreenRated or the Indemnified Parties may suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to Applicant’s use of GreenRated services covered by this Agreement.

5. Applicant acknowledges and agrees that GreenRated and the Indemnified Parties are in no way liable for any damages or harm, and Applicant expressly waives and releases all claims against GreenRated and the Indemnified Parties for any such damages or harm, that may come to Applicant based on the Platform process, user comments (including any damages or harm resulting from any response to Applicant’s Checklist responses or any user comment posted on Applicant’s GreenRated profile page, or any de-listing or window sticker withdrawal that GreenRated may undertake as a result of Applicant’s inaccurate or false responses to the Checklist.

6. If GreenRated is determined to be liable to Applicant for any reason whatsoever, the maximum amount that Applicant can recover from GreenRated and/or the Indemnified Parties shall not exceed the total of all fees Applicant paid to GreenRated for the posting of said individual property under this Agreement.

7. GREENRATED MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE PLATFORM SERVICES OFFERED AND PROVIDED UNDER THIS AGREEMENT, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. FOR EXAMPLE, A LICENSE ISSUED BY GREENRATED UNDER THIS AGREEMENT DOES NOT IN ANY WAY REPRESENT THAT THE APPLICANT’S PROPERTY IS SAFE, UP TO CODE, OR OTHERWISE CONSTRUCTED OR RUN IN ACCORDANCE WITH APPLICABLE LAWS. GREENRATED DOES NOT PROVIDE CONSTRUCTION OR ENERGY MANAGEMENT ADVICE, BUT GREENRATED GATHERS PUBLICALLY AVAILABLE INFORMATION FROM RECOGNIZED SOURCES AND ORGANIZES THIS INFORMATION INTO QUESTIONNAIRES AND CALCULATORS DESIGNED TO ASSIST ITS CUSTOMERS IN SELF-RATING THEIR OWN FACILITY MAINTENANCE AND ESTIMATED RESULTANT SAVINGS OPPORTUNITIES AND PROTOCOLS. SUCH INFORMATION IS NOT DESIGNED TO BE ALL-ENCOMPASSING OR ADDRESS EVERY POSSIBLE SITUATION. IF YOU SHOULD HAVE QUESTIONS CONCERNING CALCULATIONS, ENERGY OR SAFETY MATTERS, YOU ARE URGED TO CONTACT TRADE EXPERTS IN EACH RESPECTIVE FIELD DIRECTLY FOR ADVICE.

8. The effective date of this Agreement is when GreenRated initiates the licensing process upon the Applicant agreeing to purchase a GreenRated license. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania in the courts of Allegheny County, PA.

9. FORCE MAJEURE PROVISION If the performance of any obligation, in whole or part, by GreenRated under this Agreement is prevented, restricted, interfered with, or becomes commercially impractical due to causes beyond the reasonable control of GreenRated, including, but not limited to, acts of God, acts of terrorism, acts of hacking, civil disorder, industrial disputes, natural disaster, public health risk, governmental action, interruption or curtailment of commercial or public transport, or the issuance of a travel advisory, travel warning, travel alert, or public health alert by a governmental or internationally-recognized organization (e.g., United States Department of State, World Health Organization, United Kingdom Foreign & Commonwealth Office), then GreenRated will be excused from such performance due to such prevention, restriction, interference, or commercial impracticality. If a Force Majeure Event results in the prevention of, restriction or inference with, or commercial impracticality of GreenRated’s ability to provide its service, GreenRated at its option may terminate this Agreement in whole or in part without penalty upon written notice, otherwise, service may be provided in whole by extending service, if possible, as if there was no break in service. GreenRated will not be liable for any refund to you due to a Force Majeure event.

10. Default and Remedies. If Applicant shall breach or be in default of this Agreement, GreenRated shall have all rights and remedies provided at law or in equity or elsewhere in this Agreement, and may also terminate, modify or revoke the Applicant’s GreenRated license and Applicant’s inclusion on the platform.

11. The parties agree that the Courts of Common Pleas of Allegheny County, Pennsylvania, shall have exclusive jurisdiction to resolve any and all disputes arising under or relating to this Agreement, and the parties hereby waive any objections to such jurisdiction and venue.

12. All terms and conditions in the GreenRated.com site agreement are to be considered a part of this Agreement herein. This Agreement may only be amended by a writing signed by GreenRated.

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