

END USER LICENSE AGREEMENT

The terms of this end user license agreement (EULA) govern the use of the Utility Cloud Operations Management Service hereafter referred to as the "SERVICE". By using the SERVICE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use the SERVICE.

1. DEFINITIONS

"You" means the natural person or the system that is accessing the SERVICE represented by the licensed login credentials.

"SERVICE" means the Utility Cloud Operations Management Service licensed to You under this EULA, including any application programming interfaces, scripts, and files provided with the SERVICE, as well as associated media, online or electronic documentation, and any updates, upgrades, and maintenance releases thereto.

2. GRANT AND USE RIGHTS FOR SERVICE.

2.1 License. The SERVICE is licensed per concurrent user login via subscription and not sold. You may use a user login from any device or location. Use of the same login on two or more devices at the same time is prohibited.

You may create as many user logins as desired without affecting your license fees. A single concurrent license is consumed when a user logs in once or more within a 24-hour period UTC 12:00 AM thru 11:59:59 PM UTC. For example, if your account has (10) users configured for access, but only three log in on a given day, your "concurrent user day" license count used is (3). Monthly concurrent total is calculated using the average of the (5) highest "concurrent user days".

2.2 License Limitations. (a) You may not copy the SERVICE; (b) You may not remove or modify any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the SERVICE; (c) You may not transfer Your rights under this EULA or share user passwords or grant access to any other individual to use the SERVICE for any purpose without AESC's prior written consent; (d) You may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the SERVICE; (e) You may not modify or create derivative works based upon the SERVICE; and/or (f) You may not create, develop, license, install, use, or deploy any SERVICE or services to circumvent, enable, modify or provide access to permissions or rights which violate the technical restrictions of the SERVICE or impinge in any way on AESC's intellectual property or other rights.. You are not granted any rights to any trademarks or service marks of Utility Cloud. Utility Cloud, as applicable, retain all rights not expressly granted to You in this EULA.

2.3 Restrictions. You may not (a) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the SERVICE to another party; (b) provide, disclose, divulge or make available to or permit use of the SERVICE in whole or in part by any third party without AESC's prior written consent.

2.4 Data Collection and Privacy. You agree that AESC may collect, use, store and transmit technical and related information about Your use of the SERVICE which may include internet protocol address, hardware identification, operating system, application SERVICE, peripheral hardware, and non-personally identifiable

SERVICE usage statistics ("Collected Data") to facilitate the provisioning of updates, support, invoicing or online services to You.

All data associated with your account is your property. AESC stakes no claim to the data and agrees not to distribute or sell any data associated with your accounts unless permitted by you in writing.

AESC will maintain appropriate administrative, physical, and technical safeguards, consistent with generally accepted industry practices, for protection of the security, confidentiality and integrity of all of Customer's electronic data and information;

AESC will hold all Customer information in confidence, will not disclose Customer information to any third party and will not use Customer information for any purpose other than the performance of its obligations under the Agreement;

AESC agrees that any data created by the OWNER shall remain their property and shall be made available to the OWNER within thirty (30) days following cancellation of service. AESC reserves the right to provide electronic access for the specific time period to allow the OWNER to download all data, as needed. Further AESC agrees to provide storage of data for a period of ninety (90) days following the cancellation of the subscription service.

2.5 Copyright. You represent that any data files uploaded to the SERVICE are in compliance with all associated copyright laws and regulations, and the You have the appropriate license or permission to use such data files.

3. TITLE. As between You and AESC, AESC retains all right, title, and interest in and to the SERVICE and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights.

4. FEEDBACK

4.1 Feedback. Any feedback You provide Utility Cloud relating to the SERVICE or the Utility Cloud Platform, or any other technical information You provide to Utility Cloud, may be used for any Utility Cloud business purposes without restriction or compensation, including for product support and product development purposes.

5. TERMINATION AND CONTINUATION

5.1 Termination. Either party may terminate this EULA upon written notice to the other party. This EULA will terminate automatically, immediately, and without notice if You fail to comply with any term of this EULA.

5.2 Effect of Termination. In the event of termination, You must stop accessing the Utility Cloud suite of products, close all accounts, and destroy all copies of the documentation. Any obligations to pay fees incurred prior to termination of this EULA shall survive termination for any reason.

5.3 Continuation. From time to time, Utility Cloud may change the terms of this EULA. Utility Cloud will notify You of such change. Your continued use of the SERVICE will indicate Your agreement to the change.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

6.1 No Warranty. AESC and its licensors provide the SERVICE as-is and with all faults and expressly disclaim all warranties, conditions, representations or terms, expressed or implied, whether by statute, common law, custom, usage or otherwise as to any matter, including but not limited to performance, security, non-infringement of third party rights, integration, merchantability, quiet enjoyment, satisfactory quality or fitness for any particular purpose.

6.2 Limitation of Liability. To the maximum extent permitted by applicable mandatory law, in no event will either party and its licensors be liable for any lost profits or business opportunities, loss of use, business interruption, loss of data, or any other indirect, special, incidental, or consequential damages under any theory of liability, whether based in contract, tort, negligence, product liability, or otherwise. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the preceding limitation may not apply to you. Either party and its licensors' liability under this EULA will not, in any event, exceed the license fees for the given year, if any, paid by You for the SERVICE licensed to You under this EULA. The foregoing limitations shall apply to the maximum extent permitted by applicable law, regardless of whether either party or its licensors have been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose.

Either party will indemnify and hold harmless the other party for any third party claim arising out of use of the SERVICE, except to the extent caused by the other party's negligence, violation of law or breach of this agreement.

AESC does not guarantee that the SERVICE will be performed error-free or uninterrupted, or that AESC will correct all SERVICE errors. You acknowledge that AESC does not control the transfer of data over communications facilities, including the internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. AESC is not responsible for any delays, delivery failures, or other damage resulting from such problems.

7. GENERAL

7.1 Entire Agreement. This Agreement sets forth AESC's entire liability and Your exclusive remedy with respect to the SERVICE and supersedes the terms of any purchase orders and any other communications or advertising with respect to the SERVICE. You acknowledge that this Agreement is a complete statement of the agreement between You and Utility Cloud with respect to the SERVICE's use, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the SERVICE. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

7.2 Governing Law. This EULA will be governed by North Carolina law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

7.4 Trademarks. Utility Cloud, Utility Badger, Utility Works, Utility Connect, are trademarks and/or registered trademarks of AESC in the United States and/or various jurisdictions.

7.5 Contact Information. If You have any questions about this EULA, or if You want to contact AESC for any reason, please direct all correspondence to: Advanced Enterprise Systems Corporation, via email to: admin@utilitycloud.us.

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