

“Promotion” means the promotional offer set out on the following URL of the website of Peak Power Inc. (“Peak Power”): <https://info.peakpowerenergy.com/3-months-free-gridpredict>. The Notification Subscription services (“Services”) under the Promotion is available provided that the customer (“Customer”) and Peak Power enters into a Notification Subscription Agreement for a 1-year term. Services include receiving Peak Power’s Activation Notices (as described in the Notification Subscription Agreement) but does not include any application programming interface (API), JSON, or other third-party software integrations. Access is limited to areas where Services are currently being offered. Peak Power makes no guarantees regarding customer’s eligibility or availability of Services in all regions. This Promotion is not transferable, carries no monetary value, and may not be combined with other offers unless explicitly authorized by Peak Power. Customer and Peak Power shall negotiate in good faith the fees applicable for the remainder nine (9) months of the one-year commitment. Peak Power reserves all right to change or terminate the Promotion without any notice. Customer shall not use the Services in any manner not expressly authorized by Peak Power or that Peak Power reasonably determines to be inconsistent with the intended use of Services, including (i) using the Services in any manner not expressly authorized by Peak Power or that Peak Power reasonably determines to be inconsistent with the intended use of the Services, (ii) copying, modifying, reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code or underlying ideas, algorithms, or data from the Services, or (iii) reselling, sublicensing, transferring, or otherwise making available any outputs, notifications, or signals generated by the Services to any third party without Peak Power’s prior written consent. Customer agrees to maintain as confidential all non-public information received from Peak Power in connection with the Services, and shall not disclose such information to any third party without Peak Power’s prior written consent, except as required by law.