



TERMS OF USE FOR THE UALINK CONSORTIUM'S WEBSITE

Effective: October 18, 2024

Thank you for visiting the internet website at <https://www.ualinkconsortium.org> ("UALink Website") which is owned by the Ultra Accelerator Link Consortium, a Delaware corporation ("UALink" or "We" or "Us"). UALink provides these Terms of Use (the "Agreement") to notify all users of UALink's policies with regard to the terms and conditions that govern their use of this UALink Website. Use of this UALink Website is conditioned on acceptance, without modification, of this Agreement by you as a user of this UALink Website ("You" or "User" or "Your").

BY CONTINUING TO USE THIS UALINK WEBSITE, YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IT IS PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF THE UALINK WEBSITE (THE "EFFECTIVE DATE"). NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS AGREEMENT WILL BE ACCEPTED BY THE UALINK CONSORTIUM. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD NOT USE THE UALINK WEBSITE. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS

By visiting this UALink Website, You agree to the following:

1. Definitions. In addition to all other defined terms in this Agreement, the following terms have the following meaning:

- a) "UALink Server" or "Server" means the computer software or hardware that serves and hosts the UALink Website to users across the Internet; and
- b) "User(s)" mean any user of the UALink Website.

2. Access; Conditions to Use of the Site.

2.1 Subject to all of the terms and conditions of this Agreement, UALink hereby grants to User a non-exclusive, revocable, and limited right to access and use the UALink Website in strict compliance with this Agreement ("Access Right") or with any other agreement that the User has entered into with UALink. UALink reserves the right to suspend or revoke this Access Right at UALink's discretion without notice. Notwithstanding the foregoing Access Right, UALink also has the right to change, suspend, or discontinue any (or all) aspects or features of the UALink Website at any time, and from time to time, including the availability of any content or features on the UALink Website. This Access Right granted to User under this Agreement will immediately terminate upon the expiration, cancellation, or termination of this Agreement for any reason.

2.2 User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the UALink Website, including, without limitation, Internet connections, modems, hardware, software, and long distance or local telephone service.



2.3 As a condition of Client's use of the UALink Website, User covenants to UALink that User will not use the UALink Website for any unlawful purpose or for any purpose that is prohibited by this Agreement. User may not use the UALink Website in any manner that could damage, disable, overburden, or impair the UALink Website and any UALink Servers, or interfere with any other party's use and enjoyment of the UALink Website. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the UALink Website.

2.4 Notwithstanding any assistance that UALink may provide, the User assumes sole responsibility for the uploading and updating of any of the User's Content (if any) as may be available through the Website.

2.5. Users further agree as follows:

- a) Without limiting the generality of the foregoing, User agrees to all of the following provisions: (i) User will not upload to, distribute or otherwise publish through the Website any data, information, messages, text, works, material or any other content, including, without limitation, any personal identifiable information related to the User (collectively, "Content") that is unlawful, libelous, defamatory, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, obscene, or otherwise objectionable; (ii) User will not upload or transmit any Content that would violate the rights of any party, would constitute or encourage a criminal offense, or would otherwise create liability or violate any local, state, federal or international law, (iii) User will not upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere; (iv) User will not impersonate any person or entity or otherwise misrepresent the User's affiliation with a person or entity; (v) User will not distribute or publish unsolicited promotions, advertising, or solicitations for any goods, services or money, including junk mail and junk e-mail; (vi) User will not use the UALink Website for purposes not authorized by UALink; and (vii) User will not use the UALink Website for any illegal purpose or any fraudulent scheme or transaction.
- b) User hereby grants UALink a perpetual, worldwide, transferable, fully paid up right to use User's Content to: (i) provide the User with the any of the services contemplated by the UALink Website, under this Agreement or under any other contract between User and UALink, including without limitation any other uses normally intended for Users, (ii) to assistant or coordinate with any claims arising out of the use of the UALink Website, including without limitation any claims involving property management professionals; and (iii) with any of their to assist in their claim; and for any other lawful purpose in carrying out UALink corporate purpose or operations.

2.6 Without limiting the generality of any other provisions herein, User agrees to all of the following provisions: (a) Users are prohibited from violating or attempting to violate the security of the UALink Website or any UALink Server, including, without limitation, (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host, or network; or



(iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (b) any violations of any system or network security (including, but not limited to, that of the UALink Website or any UALink Server) may result in civil or criminal liability; and (c) UALink has the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. UALink also reserves the right to cooperate with any and all law enforcement agencies, including complying with warrants, court orders and subpoenas and disclosing to law enforcement agencies any information about any User and anything a User does with respect to the UALink Website. By User's use of the UALink Website, User authorizes UALink to take such action.

2.7 In the event the UALink Website, now or in the future, allows User to upload, transmit, or otherwise contribute any Content to the UALink Website, User hereby represents and warrants to UALink that User has the lawful right to distribute and reproduce such Content. Also, User is solely responsible for its conduct (and the conduct of its users) while using the UALink Website, including, but not limited to, all Content in any folders or web pages (if any), or through any other transactions or interactions User generates, transmits, or maintains via the Wi-SUN Website. UALink takes no responsibility for any such online distribution or publication by User or by any other party. UALink cannot and will not review every message or other Content that User or any other party may generate or post, and UALink is not responsible for the Content thereof.

2.8 In addition to any other right to terminate this Agreement, UALink hereby has the absolute right to immediately terminate, without warning, any account that it believes, in its sole discretion, breaches any of the provisions of this Section 2.

3. Copyrights and Other Intellectual Property Rights; Reservation of Rights.

3.1 UALink's policy is to respect the copyright and intellectual property rights of others. UALink has the absolute right to (i) immediately terminate, without warning, all rights (including, without limitation, all Access Rights) of any Users who (in UALink's determination) appear to infringe upon the copyright or intellectual property rights of others, and (ii) remove any Content from the UALink Website that, in UALink's determination, may infringe the copyright or other intellectual property rights of any third party.

3.2 This Agreement shall not be interpreted to transfer any rights in any intellectual property from UALink to any Users. UALink or its licensors shall solely own all inventions, patents, trademarks/service marks, logos, images, graphics, content, reports, analysis, data, formulae, processes, techniques, software, website designs, all other copyrights, and all other intellectual property provided in, or made available by using, or otherwise contained in, the UALink Website and otherwise provided in furtherance of this Agreement (collectively, "UALink IP Assets").

3.3 UALink IP Assets may not be used by User without the prior written permission from UALink, and then only with proper acknowledgment. Any rights not expressly granted herein to User are reserved to UALink. In addition to any other conditions on Client's Access Right as set forth in this Agreement,



Client's Access Right is subject to the following additional conditions: (i) User shall not modify, disassemble, decompile or reverse translate or create derivative works from any of the UALink IP Assets or otherwise attempt to derive any source code of the same or let any third party do the same; (ii) no copyrighted material, content, or any other UALink IP Assets may be downloaded, modified, copied, displayed, transferred, distributed, sold, published, broadcast or otherwise used except as expressly stated either in such materials or in this notice without the express prior written permission of UALink (which UALink may or may not grant in its sole discretion); (iii) User shall not remove, alter, cover or obscure any copyright notices or other proprietary rights notices of UALink or any other party placed on or embedded in the UALink IP Assets and shall otherwise retain all such notices on all copies of the same; and (iv) use of any of the UALink IP Assets is prohibited unless User is an authorized User in good standing. Unauthorized use is a violation of copyright and other intellectual property rights and is actionable under law.

3.4 User agrees to keep strictly confidential all UALink IP Assets that have not been made publicly available by UALink. User also acknowledges and agrees that the terms and conditions of this provision shall survive the cancellation, expiration or termination of this Agreement for any reason.

4. Privacy.

4.1 User agrees that: (i) if the User has any Content or any login or password associated with this UALink Website, then User is solely responsible for maintaining the confidentiality of the same; and (ii) if the User has any login or password associated with this UALink Website, then User (a) is solely responsible for all uses of its login and password regardless of whether these uses are authorized by User. Client, and (b) User will immediately notify UALink of any unauthorized use of the User's login and password.

4.2 The terms and conditions of the Privacy Policy for the UALink Website are hereby incorporated into this Agreement by this reference and User hereby agrees to comply with the same at all times.

5. Indemnity. User will indemnify and hold UALink, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and Members harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of the User's access to the Website, use of the Website, the violation or other breach of this Agreement by the User, or the infringement by the User, or any third party using the User's account, of any intellectual property or other right of any person or entity.

6. Site Resources; Provided "AS IS". The UALink Website may provide a wide variety of information, data, facts, and features (collectively, "Site Resources") for the User's benefit and use. While UALink endeavors to provide the most current and accurate Site Resources as possible, the User acknowledges and agrees (i) the Site Resources may be general in nature, and may not apply to particular factual circumstances; and (ii) the Site Resources may contain errors and should not be relied upon or act as a substitution for independent investigation by the User. ALL SITE RESOURCES ARE PROVIDED "AS IS". ANY SITE RESOURCES MADE AVAILABLE THROUGH THIS UALINK WEBSITE MAY BE SUPERSEDED OR MAY INCLUDE INACCURACIES. WHERE A DOCUMENT OR OTHER CONTENT IS OBTAINED FROM ANOTHER



SOURCE OTHER THAN DIRECTLY BY UALINK, THEN THE OTHER SOURCE (AND ITS WEBSITE, IF APPLICABLE) TAKES PRECEDENCE. UALINK MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THIS UALINK WEBSITE, SITE RESOURCES AND ITS UALINK SERVERS AT ANY TIME.

7. Links to Third Party Sites. As a convenience to Users, the UALink Website may now, or in the future, provide links to other Internet web sites that are not owned by UALink, and are not under UALink's control ("Third Party Websites"). UALink does not control the Third Party Websites and is not responsible for the Content included in them including, without limitation, any subsequent links contained within a linked web site, or any changes or updates to a linked web site. Any reference from the UALink Website to any entity, product, service or information does not constitute an endorsement or recommendation by UALink. No Third Party Website is authorized to make any representations or warranties on UALink's behalf. Your visit to any Third Party Websites are subject to the terms and conditions of such Third Party Websites, and not this UALink Website's Agreement. User should refer to each Third Party Website's specific terms.

8. Disclaimer of Warranties; Disclaimer of Liability.

8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SITE RESOURCES AND ALL OTHER CONTENT, FEATURES OR FUNCTIONALITIES PROVIDED BY UALINK THROUGH THIS UALINK WEBSITE ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE OF THE FOREGOING REMAINS SOLELY WITH THE USER. UALINK MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OR ACCURACY OF THE SITE RESOURCES CONTAINED IN THIS UALINK WEBSITE. ALL SITE RESOURCES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. UALINK HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. UALINK DOES NOT WARRANT THAT THE UALINK WEBSITE AND THE SITE RESOURCES ON THE UALINK WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT ANY UALINK SERVER MAKING THIS UALINK WEBSITE AVAILABLE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2 UALINK SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM INCONVENIENCE, OR LOSS OF USE, RESOURCES OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE UALINK WEBSITE, OR ANY SITE RESOURCES MADE AVAILABLE THROUGH THIS UALINK WEBSITE, OR ANY THIRD PARTY WEBSITES, EVEN IF UALINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9. Change in these Terms of Use. ONCE USER BEGINS TO USE THIS UALINK WEBSITE, UALINK MAY MODIFY THIS AGREEMENT AT ANY TIME AND USER WILL THEREAFTER BE BOUND BY THE VERSION OF THIS AGREEMENT THAT IS IN EFFECT THE NEXT TIME THE USER VISITS THE UALINK WEBSITE. ANY USE OF THE UALINK WEBSITE BY USER THEREAFTER SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY USER OF ALL SUCH AMENDMENTS.



10. Termination. In the event User, or anyone else using User's privileges, violate the terms of this Agreement (as determined in UALink's discretion), UALink reserves the right to take any action it deems appropriate, including, but not limited to, termination of this Agreement, including all Access Rights (as such term is defined in Section 2.1 above). In addition to any other right of UALink to terminate this Agreement, UALink further reserves the right, without notice, at any time, in its sole discretion, and for any reason, to terminate this Agreement, including all Access Rights UALink is not required to provide mail or web page forwarding at termination.

11. Miscellaneous Provisions.

11.1 Governing Law. This Agreement shall be construed and controlled by the laws of the State of Delaware. The laws of the State of Delaware will govern any dispute arising from the terms of this Agreement or a breach of this Agreement.

11.2 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given hereunder, will be given in writing by email. Unless otherwise provided in this Agreement, any communication or notice issued by email will be deemed to be given when the email has been generated and sent by the sender.

11.3 Remedies. User acknowledges that monetary damages may not be a sufficient remedy for unauthorized use of the UALink Website, and therefore User agrees that UALink shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.

11.4 Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

11.5 Binding Effect; No Assignment by Client; Permissible Assignment by UALink. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that User may not assign this Agreement, in whole or in part. Any purported assignment in violation of this Section shall be void. UALink shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.

11.6 Entire Agreement; Modification; Waiver. This Agreement, including any attachments and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of UALink, its agents, or employees, but only by an instrument in writing signed by an authorized employee of UALink. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any part of



this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the remainder of the Agreement shall continue in effect.

If You Have Questions: If You have questions about this Agreement, You should write to the UALink Consortium at admin@ualinkconsortium.org.