

CONTINENTAL UTILITY SOLUTIONS, INC.
ADDENDUM A
CWP LICENSE

THIS ADDENDUM A ("Addendum") entered into as of the date of the Sales Agreement (the "Addendum Effective Date") attached to and incorporated by reference to that certain Software License On-Premise Agreement or Software License SaaS Agreement, as identified in an applicable Sales Agreement, by and between by and between **CONTINENTAL UTILITY SOLUTIONS, INC.**, a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 ("**CUSI**") and the party identified in the Sales Agreement (the "**Licensee**") (the "**Agreement**").

All terms not defined in this Addendum shall have the meaning assigned to them as set forth in the Agreement. To the fullest extent possible, this Addendum and the Agreement shall be construed to be consistent, and not in conflict, with each other, however, in the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

1. DEFINITIONS. As used in the Addendum or in any Exhibit hereto:

1.1 "Aggregated Statistics" means data and information related to Licensee's and End Users' use of the CWP Services that is used by CUSI in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the CWP Services.

1.2 "CWP" means CUSI's computer software program Customer Web Portal and any modified, updated or enhanced versions of such programs, including without limitation the Virtual Assistant as defined in Section 1.12 (as made available by CUSI), which CUSI may provide to Licensee in connection with this Addendum A.

1.3 "Documentation" means the user guides, manuals and associated written documentation provided to Licensee along with the CWP Services.

1.4 "End User" means Licensee's customer that are end users of the CWP.

1.5 "EULA Terms" means those certain End User License Agreement terms that will be included in Licensee's agreement between it and End User, as changed by CUSI and Licensee from time to time. The current version of the EULA Terms is attached hereto as Exhibit C.

1.6 "Licensee Data" means other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or an End User through the CWP.

1.7 "Licensee Users" means users that Licensee permits to access the CWP.

1.8 "CWP Services" means the software-as-a-service offering and accompanying services offered in connection with CWP as listed on the Sales Agreements that may include but are not limited to: providing any Hosting Services, providing the CWP Technical Support and Maintenance Services in accord with Exhibit B, and any custom development or customization services.

1.9 "Third Party Features" means those features of the CWP Services offered by third parties as identified on a Sales Agreement.

1.10 "Third Party Software" means the proprietary software programs of third parties identified in the Sales Agreement(s) that are licensed between Licensee and third party licensors pursuant to independent agreements.

1.11 "Default Terms" means those certain Payment Authorization Terms that are provided by CUSI in the CWP Services that may be modified by Licensee at its discretion. The current version of the Default Terms is attached hereto as Exhibit D.

1.12 "Virtual Assistant" means the artificial intelligence-powered conversational assistant feature made available by CUSI as part of or in connection with the CWP Services, which is designed to provide End Users with automated responses, guidance, and information relating to their utility accounts, billing, and use of CWP.

2. LICENSE GRANT AND OTHER RIGHTS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, CUSI grants to Licensee a non-exclusive, non-transferable, non-sublicensable internal business license to: (a) access and receive all benefits of the use of the CWP Services subject to the compensation model specified in the Sales Agreement, which may include a specified number of End Users; and (b) copy and reproduce

the Documentation provided to Licensee solely for the purposes of facilitating Licensee's use of the CWP and CWP Services.

2.2 Restrictions On Use. Licensee acknowledges that the CWP Services, including the CWP, and its structure, organization, and source code constitute valuable trade secrets of CUSI and its suppliers. Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not, and shall not permit any third party to,: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the CWP Services or the Documentation; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the CWP Services or the Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the CWP; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the CWP Services; (e) otherwise use or copy the CWP Services except as expressly permitted under Section 2.1, or (f) allow Licensee Users to utilize the CWP Services in violation of its Documentation.

2.3 Reservation of Rights. As between the parties, the CWP Services and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of CUSI and its licensors. All rights in and to the CWP Services and Documentation not expressly granted to Licensee in this Agreement are reserved by CUSI and its licensors. CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee, End User or any other party relating to the CWP Services (the "Feedback") to the extent it does not constitute Confidential Information of Licensee. Licensee hereby assigns all of its right, title, and interest in and to such Feedback to CUSI.

2.4 Third Party Software. Licensee shall receive the Third Party Software pursuant to the Third Party Software terms attached to a Sales Agreement and incorporated herein by reference.

2.5 Third Party Features. Licensee shall receive the Third Party Materials on an as-is and as-available basis from CUSI, provided that, to the extent permissible CUSI shall pass through any warranty CUSI receives regarding the Third Party Features to Licensee. CUSI shall also cooperate with Licensee in enforcing such warranty to the extent permissible

2.6 EULA Terms. Licensee shall require and incorporate the EULA Terms into its end user license agreement or terms and conditions agreed to and accepted by the End User. The Default Terms contain these EULA Terms.

2.7 Default Terms. CUSI provides the Default Terms in connection with the CWP Services. Licensee may modify the Default Terms in conjunction with its provision of the CWP to its End User. Licensee agrees and acknowledges that these Default Terms are provided for Licensee's convenience, and that CUSI makes no representation or warranties as to the accuracy and completeness for Licensee's purposes. Licensee shall amend the Default Terms with its own information, as applicable, and shall make its own independent determination as to the sufficiency of the Default Terms.

3. VIRTUAL ASSISTANT FEATURE.

3.1 Access and Use. Subject to the terms and conditions of this Addendum and the Agreement, CUSI may make the Virtual Assistant available to End Users as part of CWP. Licensee's use of the Virtual Assistant is subject to the license grant set forth in Section 2, which apply to the Virtual Assistant to the same extent as they apply to the CWP Services generally.

3.2 Nature of Virtual Assistant Responses. The Virtual Assistant is intended solely as an informational tool to assist End Users in navigating and understanding the functionality of CWP and the CWP Services and obtaining general information about their utility accounts and billing. All responses, outputs, and information generated by the Virtual Assistant are provided for general informational and guidance purposes only. CUSI does not warrant the accuracy, completeness, or fitness for any particular purpose of any Virtual Assistant response. Licensee acknowledges that AI-generated responses may contain errors, omissions, or inaccuracies and that End Users should independently verify any information provided by the Virtual Assistant before relying upon it.

3.3 Data and Inputs. Any information, queries, or data submitted by End Users to the Virtual Assistant shall constitute Licensee Data for purposes of this Addendum and shall be subject to the terms of Section 10.2. Licensee is solely responsible for ensuring that End Users are informed, consistent with applicable privacy and data protection laws, of how their data submitted to the Virtual Assistant may be processed and used. CUSI and Licensee shall cooperate in good faith to ensure that any required End User disclosures or consents are incorporated into the EULA Terms and Default Terms.

3.4 Virtual Assistant Training and Aggregated Statistics. CUSI may use anonymized and aggregated data derived from End User interactions with the Virtual Assistant, consistent with the definition of Aggregated Statistics in Section 1.1 and the terms of Section 10.3, to improve, train, and enhance the Virtual Assistant and the CWP Services generally. CUSI shall not use Licensee Data inputs to the Virtual Assistant to train AI models in a manner that would identify or disclose Confidential Information of Licensee or personally identifiable information of End Users.

3.5 Modifications and Availability. CUSI reserves the right, in its sole discretion, to modify, suspend, or discontinue the Virtual Assistant at any time, with or without notice to Licensee. The Virtual Assistant is provided on an as-is and as-available basis, and availability of the Virtual Assistant is not subject to any uptime commitment or service level obligation unless specifically set forth in Exhibit B or a Sales Agreement.

4. TERM, FEES AND PAYMENT.

4.1 Term. The initial term of this Addendum begins on the Addendum Effective Date and, unless terminated pursuant to the terms of the Agreement or Addendum, will continue in effect for the term of the Agreement. Either party may provide written notice of termination to the other party at least ninety (90) days prior to the anniversary of the Addendum Effective Date.

4.2 Fees. Fees for CWP Services are specified in the a Sales Agreement and any subsequent Sales Agreements executed by both parties. CUSI shall be entitled to increase the Fees annually during the Initial Term and for each Renewal Term, provided that such increase shall not exceed the list price of fees in effect on the last day of the then current term by the greater of either (1) 5% percent or (2) the percentage change in the Consumer Price Index for the U.S. City average as compiled and calculated by the Bureau of Labor Statistics of the United States Department of Labor, in "Consumer Price Index, All Urban Consumers" (or its appropriate successor Index) for the year immediately preceding the effective date of such increase. CUSI will provide Licensee with written notice of such revised Fees at least thirty (30) days prior to the annual increase. CUSI's invoice hereunder shall constitute notice for purposes of this Section 4.2.

4.3 Termination for Material Breach. In the event Licensee's Sales Agreement provides that fees for the CWP Services are waived and Licensee has selected the "convenience fee" model, then upon either (i) Licensee ceasing payment of any convenience fees, or (ii) a decrease in the convenience fee payment by fifteen percent (15%) or more in any monthly period, as compared to the rolling six (6) month average of paid convenience fees, CUSI may terminate this Addendum and the Agreement immediately upon written notice to Licensee.

4.4 Effect of Termination. Upon termination, the license granted to Licensee hereunder shall terminate, and Licensee shall immediately cease use of the CWP Services, where all other provisions under the Agreement pertaining to termination shall apply.

5. ACCESS AND ACCEPTANCE. Licensee shall be deemed to have accepted the CWP Services upon the earlier to occur: (a) completion of mutually agreed upon written acceptance criteria, or (b) use of the CWP Services in a production environment run for any End Users.

6. End Users. Licensee shall ensure that each End User acknowledges the terms of the EULA prior to an End User's use of the CWP Services. Licensee shall not provide any representations and warranties regarding the CWP Services that are inconsistent with the terms of this Agreement.

7. CWP TECHNICAL SUPPORT SERVICES. Subject to Licensee's payment of all applicable CWP Technical Support Service fees, CUSI shall provide Licensee with those CWP Technical Support Services described in Exhibit B attached hereto and incorporated herein by reference for the CWP Services.

8. TRAINING SERVICES. CUSI will provide the training services defined in the applicable Sales Agreement. Licensee will be invoiced separately for any travel related expenses incurred by CUSI employees in connection with any such training services.

9. PERFORMANCE; LIMITED WARRANTY.

9.1 Performance Standard. CUSI warrants that the CWP Services, excluding the Third Party Software, when used in accordance with the Documentation, will operate substantially as described in the Documentation. CUSI does not make any representation or guarantees regarding uptime or availability of the CWP Services unless specifically identified in Exhibit B. CUSI will, at its own expense and as its sole obligation and as Licensee's exclusive remedy for any breach of this provision, use commercially reasonable efforts to correct any reproducible error in the CWP Services reported to CUSI by Licensee in writing. The performance warranty under this Section 9.1 does not extend to: (a) changes in the characteristics of the operating system or hardware of Licensee on which the CWP Services operates; (b) problems caused by the mishandling of or alterations to the CWP Services by Licensee or any third party; (c) problems caused by any Licensee Data input into the CWP Services; (d) data conversion errors or data accuracy issues or (e) problems caused by third party equipment or Third Party Software.

9.2 Disclaimers. THE CWP SERVICES, TECHNICAL SUPPORT SERVICES, DATA MANAGEMENT SERVICES, AND THIRD PARTY FEATURES, AND THIRD PARTY SOFTWARE ARE NOT SUBJECT TO ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE AND CWP SERVICES, AND CUSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF CUSI'S LICENSORS. CUSI DOES NOT WARRANT THAT THE CWP SERVICES WILL FUNCTION TO MEET ALL OF THE BUSINESS REQUIREMENTS OF THE LICENSEE OR THAT THE LICENSEE'S USE OF THE CWP SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

LICENSEE ACKNOWLEDGES THAT THE CWP SERVICES ARE PROVIDED TO ASSIST LICENSEE IN ITS BUSINESS OPERATIONS AND NOT AS A REPLACEMENT OF LICENSEE'S EXPERTISE AND KNOWLEDGE OF ITS BUSINESS. THE APPLICATION AND IMPACT OF LAWS CAN VARY WIDELY BASED ON THE SPECIFIC FACTS INVOLVED. GIVEN THE CHANGING NATURE OF LAWS, RULES AND REGULATIONS, THE CWP SERVICES ARE NOT WARRANTED TO BE IN COMPLIANCE WITH THESE LEGAL CHANGES AT ALL TIMES. LICENSEE IS SOLELY RESPONSIBLE FOR ANY LICENSEE DATA INPUT INTO THE CWP SERVICES, ALL INFORMATION AND LICENSEE DATA UPON WHICH CUSI RELIES IN PROVIDING THE CWP SERVICES AND THE ACCURACY OF ANY CONFIGURATION OF THE CWP SERVICES, INCLUDING SITUATIONS WHERE CUSI HAS WORKED WITH LICENSEE THROUGH CWP TECHNICAL SUPPORT AND MAINTENANCE SERVICES TO CONFIGURE THE CWP SERVICES. THE CWP SERVICES ARE PROVIDED WITH THE UNDERSTANDING THAT CUSI IS NOT RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL ADVICE OR SERVICES FROM CUSI. AS SUCH, SUCH CONSULTATION, CWP SERVICES AND INFORMATION OBTAINED THROUGH USE OF THE CWP SERVICES SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL ACCOUNTING, TAX, LEGAL OR OTHER COMPETENT ADVISERS AND FROM A COMPLETE REVIEW

AND TESTING BY LICENSEE PRIOR TO IMPLEMENTING THE CWP SERVICES OR RESULTS OF CWP SERVICES INTO A PRODUCTION ENVIRONMENT.

LICENSEE AGREES THAT CUSI WILL NOT HAVE ANY RESPONSIBILITY FOR THE SECURITY OF ITS SYSTEMS AND LICENSEE DATA BEYOND THOSE SET FORTH IN SECTION 10.1.

TO THE EXTENT THE CWP SERVICES ARE UNDER LICENSEE'S CONTROL, LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY OF SUCH SYSTEMS AND LICENSEE DATA.

LICENSEE SHALL HAVE FULL RESPONSIBILITY FOR ACQUIRING AND MAINTAINING SECURE INTERNET ACCESS TO THE CWP SERVICES.

WITHOUT LIMITING THE FOREGOING, THE VIRTUAL ASSISTANT IS PROVIDED "AS IS" AND "AS AVAILABLE." CUSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY RESPONSE GENERATED BY THE VIRTUAL ASSISTANT. LICENSEE ACKNOWLEDGES THAT ARTIFICIAL INTELLIGENCE SYSTEMS MAY PRODUCE INCORRECT, INCOMPLETE, OR MISLEADING OUTPUTS, AND THAT LICENSEE ASSUMES FULL RESPONSIBILITY FOR ANY RELIANCE ON VIRTUAL ASSISTANT RESPONSES. IN NO EVENT SHALL CUSI BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM LICENSEE'S, LICENSEE USERS', OR ANY END USER'S RELIANCE ON ANY AI VIRTUAL ASSISTANT OUTPUT.

10. SECURITY; DATA.

10.1 Security. CUSI shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, availability, and integrity of the CWP Services, including the Licensee Data.

10.2 Licensee Data. CUSI acknowledges that, as between CUSI and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data. Licensee hereby grants to CUSI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for CUSI to provide the CWP Services to Licensee, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Licensee Data incorporated within the Aggregated Statistics.

10.3 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, CUSI may monitor Licensee's and End Users' use of the CWP Services and collect and compile Aggregated Statistics. As between CUSI and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by CUSI. Licensee acknowledges that CUSI may compile Aggregated Statistics based on Licensee Data input into the CWP Services. Licensee agrees that CUSI may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii)

use Aggregated Statistics to the extent and in the manner permitted under applicable law.

11. INDEMNITIES

11.1 INFRINGEMENT CLAIMS. CUSI will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the CWP or the CWP Services infringes any valid United States patents or any copyrights or misappropriates any trade secrets of a third party, and CUSI will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee: (1) notifying CUSI promptly in writing of such action; (2) giving CUSI sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at CUSI's request and expense, assisting in such defense. If the CWP becomes, or in CUSI's opinion is likely to become, the subject of an infringement claim, CUSI may, at its option and expense, either: (a) procure for Licensee the right to continue using the CWP Services; (b) replace or modify the CWP Services so that it becomes non-infringing; or (c) accept return of the CWP Services, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund to Licensee the Fees paid for such CWP Services upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, CUSI will have no obligation under this Section 11.1 or otherwise with respect to any infringement claim based upon: (i) any use of the CWP Services not in accordance with this Agreement, including without limitation the Documentation; (ii) any use of the CWP Services in combination with products, equipment, software, or data not supplied by CUSI; (iii) any use of any release of the CWP Services other than the most current release made available to Licensee; or (iv) any modification of the CWP Services by any person other than CUSI or its authorized agents or subcontractors. THIS SECTION 11.1 STATES CUSI'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

11.2 THIRD PARTY CLAIMS. Licensee will defend at its own expense any action against CUSI brought by a third party, including End Users, except to the extent that the action is covered under Section 11.1 and Licensee will pay those costs and damages finally awarded against CUSI in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on CUSI: (1) notifying Licensee promptly in writing of such action; (2) giving Licensee sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at Licensee's request and expense, assisting in such defense.

12. LIMITATION OF LIABILITY. FOR PURPOSES OF CLARITY THE PARTIES AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THE AGREEMENT SHALL APPLY TO THIS ADDENDUM A.

Exhibit B

CWP Technical Support and Maintenance Services

1. Definitions. For purposes of this Exhibit, the following terms have the meanings set forth below. Any terms not defined in this Exhibit B, shall have the meaning set forth in the Agreement.

1.1 "Error" means any reproducible failure of the CWP Services to operate in all material respects in accordance with the Documentation.

1.2 "Licensee Cause" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Main Agreement, specified in the then-current Documentation, or otherwise authorized in writing by CUSI: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Service Licensee; (b) any maintenance, update, improvement, or other modification to or alteration of the Service by Licensee; (c) any use of the Service by Licensee in a manner inconsistent with the then-current Documentation; (d) any use by Licensee of any third-party products that CUSI has not provided or caused to be provided to Licensee; or (e) any use by Licensee of a non-current version or release of the CWP Services.

1.3 "Out-of-Scope Services" means Service Errors or downtime caused any of the following: (a) Third Party Software and any other services that Licensee and CUSI may from time to time agree in writing are not included in the Support Services; (b) any services requested by Licensee and performed by CUSI in connection with any apparent Service Error reasonably determined by the CUSI to have been caused by a Licensee Cause; (c) Licensee's software, hardware, or services not provided by CUSI; or (d) non-availability of the Services resulting from maintenance downtimes scheduled by CUSI, and (d) factors outside of CUSI's reasonable control, except to the extent such Service Errors could be avoided by CUSI's use of commercially standard risk mitigation and business continuity policies and procedures reasonable and appropriate to the nature and criticality of the Services.

1.4 "Support Hours" means normal hours of operation Monday through Friday 7:00 AM to 6:00 PM Central Time excluding national holidays.

1.5 "Support Services" means CUSI's support of the then-current version and release of the Licensed Software and CWP Services, but excluding any Out-of-Scope Services.

1.6 "Support Request" means initiation of a request during Support Hours.

2. Support Services. CUSI shall use commercially reasonable efforts to perform all Support Services during the Support Hours in accordance with the terms and conditions of this Exhibit B and the Agreement.

2.1 Support Service Responsibilities. CUSI shall use commercially reasonable efforts to:

- (a) respond to and Resolve all Support Requests;
- (b) provide access to CUSI's training and materials;
- (c) provide to Licensee all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Support Services, including defect repair, programming corrections, and remedial programming; and
- (d) provide maintenance services to Licensee, which may include new version releases, patches, and other items necessary to maintain the CWP Services.

Exhibit C

EULA Terms

1. Restrictions On Use. End User acknowledges that the CWP Services, including the CWP, and its structure, organization, and source code constitute valuable trade secrets of CUSI and its suppliers. Except as expressly permitted by this Agreement, End User agrees that End User shall not, and shall not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the CWP Services or the Documentation; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the CWP Services or the Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the CWP; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the CWP Services; or (e) otherwise use or copy the CWP Services except as expressly permitted under this Section 1.

2. Reservation of Rights. The CWP Services and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of CUSI and its licensors. All rights in and to the CWP Services and Documentation not expressly granted to End User in this Agreement are reserved by CUSI and its licensors. CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the CWP Services (the "Feedback"). End User hereby assigns all of its right, title, and interest in and to such Feedback to Licensee.

3. Virtual Assistant.

- a. **Nature and Limitations.** The CWP Services may include a Virtual Assistant, which is an artificial intelligence-powered conversational feature designed to provide you with automated responses and information relating to your utility account, billing, and use of the CWP. All responses generated by the Virtual Assistant are provided for general informational purposes only. CUSI and your utility provider do not warrant the accuracy, completeness, or reliability of any Virtual Assistant response. You acknowledge that AI-generated responses may contain errors or inaccuracies, and you should independently verify any information provided before relying upon it.
- b. **Data Submitted to the Virtual Assistant.** Any information or queries you submit to the Virtual Assistant may be processed by CUSI and its third-party AI service providers in connection with the provision of the CWP Services. Notwithstanding anything to the contrary in Privacy Policy, you agree and acknowledge that any information you submit to the Virtual Assistant may be used in an aggregate and anonymized manner to improve, train, and enhance the Virtual Assistant. Do not submit sensitive personal or financial information beyond what is necessary to obtain assistance through the CWP.
- c. **Disclaimer.** THE AI VIRTUAL ASSISTANT IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER YOUR UTILITY PROVIDER NOR CUSI MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE AI VIRTUAL ASSISTANT OR ANY RESPONSE GENERATED BY IT. YOUR USE OF THE AI VIRTUAL ASSISTANT IS AT YOUR SOLE RISK.

Exhibit D

Default Terms & Privacy

UPDATED: June 30, 2025

These terms and conditions are entered into by and between you and your utility provider ("we" or "us"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms"), govern your access to and use of this site, including any content, functionality, and services offered on or through the site (the "Website"), whether as a guest or a registered user. The Website is powered by our service provider Continental Utility Solutions, Inc. ("CUSI").

Please read these Terms carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By accessing the Website you represent that you meet the following: (i) all information provided through the Website is true, accurate, current, and complete; (ii) you are the legal owner of all accounts accessed through the Website, and you are legally authorized to make payments on such accounts; and (iii) your use of the Website will not violate any law or regulations. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

I. MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES

We reserve the right to change or modify any of the terms and conditions contained in these Terms or any policy governing the use of the Website, at any time, by posting the new terms on the Website, as indicated by the "Last Updated" date. You understand and agree that your access to or use of the Website is governed by the then-current Terms that are effective at the time of your access to or use of the Website. You understand and agree that your continued access to or use of the Website after the effective date of modifications to the Terms indicates your acceptance of the modifications.

II. REGISTERED ACCOUNTS AND REGISTERED SERVICES

In order to utilize some of the Website's services, which may include services that allow you to view notifications, transaction history, and bill payment, you must register ("Registered Services") and create an account (a "Registered Account"). You may create a Registered Account by completing the registration process and providing us with complete and accurate information as prompted by the registration form, including contact information, a username, and password. It is your obligation to protect your password and take full responsibility for your own and third party activities that occur under your Registered Account. You agree to notify us immediately of any unauthorized use of your Registered Account or any other breach of security. If you create a Registered Account on behalf of an entity, these Terms bind both you and the entity.

Refusal of Service. We reserve the right, with or without notice, to terminate the account of, or refuse Registered Services to, any person or entity that violates these Terms, violates any party's intellectual property rights, misuses the Website or its services, or otherwise engages in inappropriate conduct, as determined by us in our sole discretion. We reserve the right to refuse you access to and use of Registered Services if: (1) State or Federal laws or regulations require us to change the Registered Services, (2) You violate these Terms; or (3) We discontinue the Registered Services.

III. PROPRIETARY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, CUSI, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. We and CUSI expressly reserve all right, title, and interest in and to the Website and the Website's content, including any copyright, patent, or trademark or other intellectual property right, or federal or state right, pertaining thereto.

You agree that the Website and services and its structure, organization, and source code constitute valuable trade secrets of us and CUSI. Except as expressly permitted by this Agreement, you agree that you shall not, and shall not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the Website, services, or its content; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Website, services, or content to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Website; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Website, services, or content; or (e) otherwise use or copy the Website except as expressly permitted under these Terms.

CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, services, or content (the "Feedback"). You hereby assigns all of its right, title, and interest in and to such Feedback to CUSI.

Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

IV. PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

V. UTILITY BILL PAY

In connection with the bill pay services that may be offered through the Website, by clicking on the payment authorization, you agree to pay the bill payment amount to be paid to us. All authorizations are subject to the agreements governing your credit or debit card.

Payment transaction will only be completed after receiving successful authorization from your card company or provider for the total amount charged.

Under normal circumstances, there are no refunds on the payments. If there is an issue with your payment, please contact us at the information provided on your invoice.

Prohibited Use: Please note that we and CUSI do not accept payments from collections agencies and third party agencies. We and CUSI reserve the right to reverse all such payments if it discovers that they were made from such third party agencies or collection agencies.

VI. REPRESENTATIONS, WARRANTIES, OR DISCLAIMERS

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE WEBSITE AND ITS SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY US EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. WE DO NOT WARRANT THAT THIS WEBSITE'S SERVICES WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS OR THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, PRODUCTS, OR SERVICES PROVIDED THROUGH THE WEBSITE.

VII. LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

VIII. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE WEBSITE, OR ITS SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE WEBSITE.

IX. PRIVACY AND SECURITY

The security and privacy of your information is important to us, and we have security measures in place that seek to protect against the loss, misuse, or alternation of information collected from you through the Website. Unfortunately, no information transmitted over the internet or a wireless network can be guaranteed as secure, and use of these Services and the Website is at your own risk. We, nor CUSI, is responsible for any circumvention of the security measures on the Website or Services.

Your information provided by you through the Services will only by us and CUSI, and our service providers, for the purpose of providing the Services. Notwithstanding the foregoing, you agree and acknowledge that any information you submit to the Virtual Assistant may be used in an aggregate and anonymized manner to improve, train, and enhance the Virtual Assistant.

X. APPLICABLE LAW AND VENUE

These Terms shall be governed by and construed under the laws of the state of Arkansas without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Arkansas law, rules, and regulations, Arkansas law, rules and regulations shall prevail and govern. If you are our utility service customers, you agree to bring any claims related to use of the Service in the court where your utility provider's headquarters is located.

Any notices to us must be sent to the address provided in your invoice.

XII. AI VIRTUAL ASSISTANT

The Website may include an AI-powered virtual assistant feature ("Virtual Assistant") designed to help you navigate your utility account, billing information, and use of the Website. Please note the following:

The Virtual Assistant is provided for informational purposes only and does not constitute legal, tax, regulatory, utility, or other professional advice.

AI-generated responses may be incomplete, inaccurate, or misleading. You should independently verify any information provided by the Virtual Assistant before relying upon it or taking any action.

We and CUSI make no warranty regarding the accuracy or reliability of Virtual Assistant responses. TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER WE NOR CUSI SHALL BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR RELIANCE ON ANY AI VIRTUAL ASSISTANT RESPONSE.

Any information you submit to the Virtual Assistant will be handled in accordance with the Privacy and Security terms set forth in Section IX of these Terms and applicable law. Do not submit sensitive payment card numbers, full Social Security numbers, or passwords through the Virtual Assistant chat.

We and CUSI reserve the right to modify, suspend, or discontinue the Virtual Assistant at any time without notice.

XI. MISCELLANEOUS

These Terms (including any amendment thereto) represent the complete agreement between us concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default.