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Registration

To have access to our services made available by CEN, you must be or become a CEN user by registration. When and if you register, you must provide accurate, current and complete information about yourself as prompted by the appropriate on-line registration form. You must also update this information to maintain its accuracy and completeness. We reserve the right to terminate your use of our Site if any of this information provided by you is untrue, inaccurate, not current or not complete.

As part of our registration process you will be asked to provide your name, title, and email address (which shall be used as your login), and you will be asked to select a password. In addition, you will be asked to provide non-personally-identifiable information related to your use of the Site. You may not transfer or sell your use of or access to this Site to any third party. Your login email address and password should be kept confidential. You will be fully responsible for all use of your login email address and password and for any actions that take place using such login email address and password.

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Cancellation and Renewal

If you register with the Site, your registration will be deactivated after an unauthorized period of inactivity. You may cancel your registration at any time by submitting a Helpdesk request within the Site or from

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You will use the Site only in accordance with these Terms of Use. By using the Site, you represent, warrant and covenant that:

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- (b) You are solely responsible for the equipment, operating platforms, Internet access and software (other than software provided by us, if any) that may be necessary to use the Site. You will also provide, at your own cost and expense, all connections from your computer system to the Site. You acknowledge that we disclaim any responsibility for the compatibility of the Site with your facilities, software, data, files, communications, protocols and equipment, and you expressly release us from any liability you may incur as the result of any such incompatibility.
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- (c) Notwithstanding any assistance, testing or trouble-shooting rendered by us in enabling you to use the Site, you retain full and sole ultimate responsibility for ensuring that your systems and means of communicating with the Site are compatible with the Site and that your and your systems' use the Site do not fail and are error free. You shall not introduce any computer program to the Site which is injurious or damaging to the Site or the data contained therein.
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- (d) The information you supply in during the registration process and all other information provided by you is accurate, complete and truthful, and you have, and you will continue to have, the right and authority

to enter such information in the manner contemplated hereby.

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- (e) You will not attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by CEN in connection with the Site.
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- (f) You will not scrape, harvest or extract data from the Site, and you shall not access, collect or index through automatic processes, any data or content from the Site.
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- (g) You will not engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site, including, without limitation, the use of any virus, bots, worm, trojan horse, time bomb, trap door, denial of service attack, automated repetitive requests for information, or any other device that causes damage to any hardware, software, or equipment used in connection with the Site.
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By submitting User Content through the Site you represent and warrant that: (i) if on behalf of a company or organization, that you have the legal authority to contractually bind such entity to these Terms or Use; and (ii) you, individually or if on behalf of a company, have the right to grant, and do grant, CEN a non-exclusive, perpetual, transferable, irrevocable, sublicenseable, royalty-free right and license to access, use, reproduce, store, modify, distribute, sell, make available on the Site and create derivative works of any User Content (in whole or in part) and to incorporate all or any portion of it in other works in any form, media, or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright, or other proprietary rights of any party that may exist in such User Content, in accordance with the Site's Privacy Policy. You understand that any User Content you submit may be made available on the Site, in whole or in part, even after your use of the Site terminates. Unless otherwise stated and except to the extent that the Site's Privacy Policy applies, CEN will not be required to treat any User Content as confidential. CEN will be entitled to use the User Content in any manner consistent with the Site's Privacy Policy without compensation to you or any other person. For the avoidance of doubt, CEN will not be liable to you or any other person for any ideas (including, without limitation, product designs) derived from the User Content and will not incur any liability as a result of any similarities to the User Content that may appear in any future products or services of CEN.

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Miscellaneous

This Agreement constitutes the entire agreement between you and CEN regarding your use of the Site and supersedes all prior agreements or communications. This Agreement may not be assigned or transferred by you without our written consent. Any attempted assignment in violation of this provision shall be null and void. We may assign this Agreement at any time to any direct or indirect subsidiary or to any successor of ours that is established or prepared to provide the services described herein. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns. If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement. No waiver shall be effective against us unless we make it in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This Agreement will be governed by the laws of the State of Delaware applicable to contracts entered into and performed

exclusively in the State of Delaware. Any court of competent jurisdiction sitting within Kent County, Delaware, will have exclusive jurisdiction and venue for any dispute arising out of or relating to the Site or this Agreement, and you hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue is not appropriate or convenient.

Contact Us

If you have any comments or questions about these Terms of Use, please feel free to contact us at:

- Verde, LLC
- 2700 Post Oak Blvd.
- Suite 2100
- Houston, TX 77056
-
- Or by email at: helpdesk@cleanenergynexus.com

Last Update

These Terms of Use were last updated and are effective as of September 12, 2024.