

## AMEREN MISSOURI

### Benchmarking Energy Efficiency Portal Terms and Conditions

YOUR USE OF AMEREN MISSOURI'S BENCHMARKING ENERGY EFFICIENCY PORTAL (the "Portal"), IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS (these "Terms and Conditions").

BY USING THE PORTAL, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY PART OF THE FOLLOWING TERMS AND CONDITIONS, YOU MUST NOT USE THE PORTAL.

1. **Purpose.** The Portal is a web application available for use by Property Owners and/or Managers ("Property Owners/Managers or "Users") to obtain aggregated electric energy usage ("Energy Usage Data") for commercial or multi-family residential buildings serviced by Ameren Missouri. Users can upload Energy Usage Data obtained from the Portal into an ENERGY STAR Portfolio Manager®<sup>1</sup> to benchmark energy usage with other similar properties.
2. **Use of Portal.** As a condition of your use of the Portal, you warrant that you are a Property Owner/Manager of a Commercial Building serviced by Ameren Missouri. You also warrant that your use of the Portal will not be for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Portal in any manner which could damage, disable, overburden, or impair the Portal or interfere with any other party's use and enjoyment of the website or mobile application. You may not obtain or attempt to obtain information through any means not intentionally made available or provided for through the Portal. None of the information obtained from the Portal may be sold, reproduced, published or redistributed in any medium, directly or indirectly, for any commercial purpose.
3. **Obtaining Account Related Energy Usage Data.** Users will be required to provide an account number associated with the requested address in order to obtain Energy Usage Data from the Portal. Your provision of an account number in connection with a request

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<sup>1</sup> ENERGY STAR Portfolio Manager® is an online tool developed and maintained by the EPA. Additional information is available at: <https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager?testEnv=false> Ameren Missouri does not control the ENERGY STAR Portfolio Manager® website or any affiliated applications, and is not responsible for their contents. Neither Ameren Missouri, nor any of its affiliates, subsidiaries, business units, content providers, agents and the like make any representation or warranty regarding the ENERGY STAR Portfolio Manager® website or any affiliated applications or the contents or materials therein. The references to the ENERGY STAR Portfolio Manager® website does not imply Ameren Missouri's endorsement of the material on that website or any associated applications. Any concerns regarding any such service or resource should be sent directly to the appropriate contact on the ENERGY STAR Portfolio Manager® website.

confirms: 1) you are the registered account holder; or 2) by providing another customer's account number in connection with such an Energy Usage request, you are affirming that customer affirmatively provided both their account number and their consent to use the account number to obtain the Energy Usage Data associated with that specific account.

a. Obtaining Building Aggregate Energy Usage Data with 2-3 Customer Accounts.

The Portal also allows Users to obtain aggregate Energy Usage Data for entire facilities which have more than one associated customer account. In order to obtain aggregate data for facilities with 2-3 customer accounts, Users will be required to provide the account numbers for each of the customer accounts associated with that facility. By providing another customer's account number(s) in connection with such an aggregate Energy Usage request, you are affirming that customer affirmatively provided both their account number(s) and their consent to use the account number(s) to obtain the aggregate data for that shared facility.

b. Obtaining Building Aggregate Energy Usage Data with 4 or More Customer Accounts.

The Portal also allows Users to obtain aggregate Energy Usage Data for entire facilities which have 4 or more associated customer accounts. In order to obtain aggregate data for these facilities, Users will be required to provide an account number for one of the associated customer accounts. In the event that you provide another customer's account number in connection with such an aggregate Energy Usage request, you are affirming that customer affirmatively provided both their account number and their consent to use the account number to obtain the aggregate data for that shared facility.

4. **Portal Access.** You understand and agree that you are solely responsible for maintaining the integrity of your online account access UserID and Password. You further agree to only establish online account access for your own account(s) or for those accounts to which you have been granted express permission to access. Ameren is not liable for damages or losses incurred by either the account owner or the user in the event that a user establishes account access to an account which is not his/hers and for which he/she has not been granted permission to access by the account owner. You understand and agree to notify Ameren immediately if you believe your UserID or Password has been compromised. Your use of the Portal is at your sole risk. You assume full responsibility and risk of loss resulting from the downloading and/or use of the Energy Usage Data or other information or data obtained through the Portal.
5. **Termination of Access.** Ameren Missouri reserves the right to terminate any User's access to the Energy Usage Data or any other information made available pursuant to these Terms and Conditions if Ameren Missouri discovers, and in its sole judgment determines, that such User has: i) failed to comply with these Terms and Conditions, ii) has provided inaccurate or misleading information, iii) has violated any applicable law,

regulation or utility tariff provision, or iv) has failed to comply with Ameren Missouri's security or confidentiality procedures. Ameren Missouri shall not be held responsible for violations of the law or these Terms and Conditions by any Users.

6. **No Warranties.** Ameren Missouri strives to ensure the accuracy of the Energy Usage Data and any other information available on the Portal. However, the accuracy, truthfulness or reliability of any information provided on or by means of the Portal, including Energy Usage Data, is not guaranteed. THE PORTAL AND THE CONTENT PROVIDED THEREON (INCLUDING BUT NOT LIMITED TO THE ENERGY USAGE DATA IS PROVIDED “AS IS”, AND NEITHER AMEREN MISSOURI NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OR THE LIKE MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. No oral advice or written information given to you by Ameren Missouri or any of its affiliates, subsidiaries, business units, content providers, agents, or the like shall create any warranty. Neither Ameren Missouri nor any of its content providers, agents, or the like warrants that access to, or use of, the Portal will be uninterrupted, virus free, or error-free, or that the Portal (including, without limitation, the Energy Usage Data or any other information available on the Portal) will meet any particular criteria of performance or quality. AMEREN MISSOURI, ON BEHALF OF ITSELF AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT AMEREN KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE WEBSITE OR APPLICATION. FURTHERMORE, AMEREN MISSOURI, ON BEHALF OF ITSELF AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE WEBSITE AND MOBILE APPLICATION.
7. **Limitation of Liability.** Ameren Missouri and all of its affiliates, subsidiaries, business units, content providers, agents and the like, in each instance will not be liable for (a) any direct, indirect, incidental, consequential and/or special damages arising out of your use of, or inability to use, the Portal, and you hereby waive any claims with respect thereto, whether based on contractual, tort or other grounds, even if Ameren Missouri has been advised of the possibility of such damages, and/or (b) damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation

or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any file, in each instance whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Some jurisdictions do not allow implied warranties to be excluded or modified or liability to be limited, so not all of the above limitations may apply to you.

You acknowledge and agree that the provisions of this Section 7 and Section 6 above represent a reasonable allocation of the risks. Ameren Missouri's willingness to allow you to use the Portal reflects this allocation of risk and the limitations of liability specified herein

8. **Indemnification.** You agree to indemnify Ameren Missouri and all of its affiliates, subsidiaries, business units, content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon your use of the Portal or Energy Usage Data including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers and/or infringement of intellectual property or other rights.
9. **No Property Rights.** Use of the Portal and these Terms and Conditions are not intended to convey any rights or license to Users except as specifically set forth herein and Users agree to use the Energy Usage Data obtained through the Portal and the related software solely for the purposes set forth in these Terms and Conditions. Ameren Missouri reserves all rights and ownership in the software, name of the program, and other property and proprietary rights associated with the Portal or which are the subject of these Terms and Conditions.
10. **Privacy.** The use of the information that you provide to Ameren Missouri through your access and use of the Portal is described in our [Privacy Policy](#), which is incorporated herein by this reference.
11. **Modification.** Ameren Missouri may at any time modify these Terms and Conditions and your continued use of the Portal will indicate your agreement to be governed by the terms and conditions in force at the time of your use.
12. **Termination.** Ameren Missouri has the right to terminate the use of the Portal at any time, for any reason, without notice to any of the Users.
13. **Governing Law.** These Terms and Conditions shall be governed by the laws of the state of Missouri, without regard to its conflict of law provisions. Your use of the Portal affirms your consent to submit to the exclusive jurisdiction of the state and federal courts located in St. Louis County, in the state of Missouri, in all questions and controversies

arising out of your use of the Portal and or Energy Usage Data, and interpretation of these Terms and Conditions.

14. **Severability.** These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.