

## TERMS of USE



The following terms of use are arranged in two columns. The left column is the actual terms of use, in the form that we are agreeing to. The right column is a summary of the left, and is provided for convenience only. The left column is the only thing that you and Mispar Consulting, LLC are agreeing to.

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<h3>TERMS OF USE</h3> <p>Your access to and use of the Clear Power Report derivative valuations services ("Services") are subject to these terms of use ("Terms of Use") and all applicable laws and regulations. By accessing and using the Services, you accept, without limitation or qualification, these Terms of Use.</p> <p>Mispar Consulting, LLC reserves the right to change or modify any of the terms and conditions contained in these Terms of Use at any time and in its sole discretion. Any changes or modification will be effective upon posting of the revisions and notice of such changes to the Mispar Consulting website. Your continued use of the Services following the posting of the changes or modifications will constitute your acceptance of such changes or modifications.</p>	<h3>SIMPLIFIED</h3> <p>These are our terms of use. They could change.</p>
<h3>USE OF THE DATA</h3> <p>You may redistribute the Services' data without restrictions, provided that nothing is modified, including the retention of all Clear Power identifying information.</p>	<h3>SIMPLIFIED</h3> <p>You can do whatever you want with this data, but you can't change it, and you have to give us credit.</p>

<p><b>LIMITED WARRANTY</b></p> <p>Mispar Consulting, LLC only warrants that the services represent a faithful execution of the methods noted in “Valuation Algorithms.” These algorithms are only a valuation of the derivative portion of the instruments listed for accounting purposes and do not represent the price or value of the entire note or warrant for resale. The services have valued the noted instruments as derivatives, not hedges, but makes NO representation as to the correctness of the decision to value these instruments in this manner or even if derivative accounting treatment is correct at all. We have relied on the customer’s or customer’s representative’s assertions in all cases. All content and services are subject to change.</p>	<p><b>SIMPLIFIED</b></p> <p>The only thing we guarantee is that we have executed our methods, as documented.</p>
<p><b>NO SERVICE GUARANTEE</b></p> <p>You understand and agree that Mispar Consulting, LLC and its third-party suppliers make no representation, warranty or condition that: (a) the website and services will be uninterrupted, timely, secure, reliable; (b) the website and services will meet your requirements; (c) the services data obtained through the services will meet your expectations, or be suitable for any specific purpose. Mispar Consulting, LLC and its third-party suppliers disclaim all liability for the use or interpretation of the services data. Services Data may be delayed, inaccurate or contain errors or omissions, and Mispar Consulting, LLC and its third-party suppliers will have no liability with respect thereto.</p>	<p><b>SIMPLIFIED</b></p> <p>The website hosting our reports could malfunction. It might not be reachable 24/7.</p>
<p><b>INTELLECTUAL PROPERTY</b></p> <p>Using our reports does not give you ownership or license of any intellectual property rights in them or in any content, information or data accessed on or through the reports, including content, information and data obtained from a third-party website.</p> <p>It is your responsibility to comply with any copyright laws that govern the content, information or data in our reports. These Terms do not grant you any right to use any trademark or service-mark appearing on any report, data, or content unless noted otherwise specifically in these terms. Giving us data, you agree that we can store the data, and use it to generate the results given back to you and store those as well. You also agree that we may use your data to evaluate and enhance performance of our products</p>	<p><b>SIMPLIFIED</b></p> <p>You have no rights to anything we provide you, unless otherwise noted.</p>

<p><b>USE AT YOUR OWN RISK</b></p> <p>You understand and agree that you obtain services data through the services at your own risk and discretion. You will be responsible for any damage caused to your computer system through your use of the services, including, without limitation, damage caused by downloading services data. While Mispar Consulting, LLC attempts to ensure your access and use of the services is safe, Mispar Consulting, LLC cannot and does not represent or warrant that the storage website or the services are free of viruses or other harmful components.</p>	<p><b>SIMPLIFIED</b></p> <p>The report storage site could have viruses.</p>
<p><b>NO LIABILITY</b></p> <p>You understand and agree that under no circumstances will Mispar Consulting, LLC or its third-party suppliers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Mispar Consulting, LLC has been advised of the possibility of such damages) incurred by you or any third parties.</p>	<p><b>SIMPLIFIED</b></p> <p>You cannot sue us for damages caused by using our reports or the site they are stored on.</p>
<p><b>JURISDICTION</b></p> <p>You understand and agree that some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to you. In any event, Mispar Consulting, LLC and its third-party suppliers will not be liable (whether in contract, tort including negligence or otherwise) for any amount greater than the amount you paid, if any, to Mispar Consulting, LLC for the services.</p> <p>These Terms and the relationship between you and us shall be governed by the laws of Harris County, Texas and of the state of Texas and the courts of Harris County, Texas will have exclusive jurisdiction over any dispute.</p>	<p><b>SIMPLIFIED</b></p> <p>Our maximum liability to you is what you pay us. We do business in Harris County, Texas.</p>
<p><b>INDEMNITY</b></p> <p>You will indemnify and hold Mispar Consulting, LLC, its parents, subsidiaries, affiliates, officers, agents, partners and employees harmless from any claims or demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of your use of the storage website, the Services, or the Services Data, your violation of these Terms of Use (including any Third-party Supplier Additional Terms), or your infringement or violation of any rights of another, including intellectual property rights.</p>	<p><b>SIMPLIFIED</b></p> <p>You are responsible for damages you might cause others.</p>

## GENERAL PROVISIONS

The failure of Mispar Consulting, LLC to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty and conditions disclaimers and liability limitations above, the parties nevertheless agree that the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the other provisions of the Terms of Use remain in full force and effect. If the invalid or unenforceable provision cannot be so replaced, then that provision will be considered severable from the remaining provisions, and will not affect their validity and enforceability.

## SIMPLIFIED

We may enforce these terms if and when it suits us.