

Terms of Service

Last Updated December 13, 2022

Thanks for using the Green Operations and Advanced Leadership (“GOAL”) services (including the GOAL website, web-based applications, and any other tools, products, or services provided by Oak View Group, LLC or its affiliates or subsidiaries, including without limitation OVG Business Services, LLC or GOAL, LLC, that link to or reference these Terms) (collectively, the “Services”). The Services are provided by Oak View Group, LLC and its subsidiaries and affiliates (“OVG360”, “we,” “our,” or “us”), located at 150 Rouse Boulevard, 3rd Floor, Philadelphia, PA 19112, U.S.A.

By using our Services, you are agreeing to these Terms of Service (“Terms”). Please read them carefully. Our Services are diverse, so sometimes additional terms or product requirements may apply. If additional terms or conditions are available with or applicable to the relevant Services, then those additional terms become part of your agreement with us if you use those Services. For the avoidance of doubt, these Terms are subject to the GOAL Membership Agreement and related Terms and Conditions (collectively, “Member Terms”) that reference these Terms. In the event of a conflict between the Member Terms and these Terms, the Member Terms will control with respect to the subject matter in conflict in connection with the Services. By accessing or using the Services, you intend and agree to be legally bound by these Terms. If you are using our Services on behalf of a business or employer, you are accepting these Terms on their behalf, and that business or employer agrees to be bound by these Terms.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS OF SERVICE LIMIT OUR LIABILITY AND THAT YOU ARE RELEASING US FROM VARIOUS CLAIMS IN SECTIONS 8 BELOW.

1. Using our Services

Don’t misuse our Services. For example, don’t interfere with our Services, try to access them using a method other than the interface and the instructions that we provide, or extensively or automatically copy any content from the Services (in other words, no scraping). You may use our Services only for your internal business purposes and as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if we are investigating suspected misconduct, or for any other reason.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access through them (“Content”), excluding Your Content (as defined in Section 4 below). You may not use Content, except as permitted in these Terms, by its owner, or as otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services, including the OVG360 or GOAL name and logo. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services, including any reports generated by the Services (“Reports”).

Our Services display some Content that is not our own. For example, Content belonging to our advertisers, or other users or third parties (collectively, “Third Party Content”). We are not responsible for, and you waive all of our liability with respect to, Third Party Content or Your Content. Third Party Content or Your Content is the sole responsibility of the individual or entity that makes it available to you via the Services. We may review Third Party Content or Your Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Third Party Content or Your Content that we believe

violates our policies or the law. But we do not generally review content beforehand, and we are not obligated to do so.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of our marketing emails by clicking on the “unsubscribe” link in marketing e-mails. Please be aware that there may be a brief period before we are able to process your opt-out.

2. Your Account

You may need an account in order to use the Services. If you create your own account, you agree that all registration information you give us will be accurate and current. You will timely notify us of any changes to any of the foregoing information. You are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services accounts, including the activities of any individual with whom you share your Services account or an Activated Device.

To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. If you learn of any unauthorized use of your password, please contact us at info@goalstandard.com.

3. Privacy and Feedback

We will make commercially reasonable efforts to keep user information confidential and/or in accordance with any privacy policy made available on the Services, which explains how we treat your personal information and protect your privacy when you use our Services. We are not responsible for any information or Content that you share with others via your use of the Services. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to other users of the Service.

If you submit feedback or suggestions about our Services, you agree that we may use your feedback or suggestions without obligation to you.

4. Content You Submit or Share

You may submit, upload, and share text, data (including without limitation data related to You and the venue at which you operate), photographs, videos, and other content to or through the Services (“Your Content”), and in doing so you must follow these Terms and the rules and policies referenced in these Terms. You retain ownership of any intellectual property rights that you hold in Your Content. In short, what belongs to you stays yours. For the avoidance of doubt, if Your Content is used in a Report, you retain all of your intellectual property rights in Your Content in the Report, while we retain all of our intellectual property rights in the branding and appearance of the Report as well as the know-how and methods behind the Report.

When you upload, submit, or otherwise share Your Content to or through our Services, you give us, our affiliates, successors and permitted assigns, as well as our contractors or service providers, a royalty-free, worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with our Services), communicate, aggregate, publish, publicly perform, publicly display and distribute Your Content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

You agree that you will not use the Services to:

- Violate any law or a third-party's rights;
- Submit excessive or unsolicited commercial messages or spam any users;
- Submit malicious content or viruses;
- Solicit other people's login information, credit card numbers, or other sensitive information;
- Harass or bully other users; or
- Post content that is hate speech, threatening or pornographic, that incites violence or that contains nudity or graphic or gratuitous violence.

5. INTELLECTUAL PROPERTY PROTECTION

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others, and require our users and customers to do so. If you are a copyright owner or its agent and believe that any content residing on or accessible through the Services infringes upon your copyrights, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (the "Designated Agent") with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. After removing material in response to a valid DMCA notice, we will notify the user responsible for the allegedly infringing material that we have removed or disabled access to the material. We will terminate, under appropriate circumstances, users who are repeat copyright infringers, and we reserve the right, in our sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with us by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that we have removed or to which we have disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of U.S. District Court for the Eastern District of Pennsylvania, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature.

Upon receipt of a valid counter-notification, we will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If we do not receive any such notification within ten (10) days, we may restore the material to the Services.

The contact information for our Designated Agent is:

Oak View Group
Attention: Copyright Agent
150 Rouse Boulevard
Philadelphia, PA 19112
Email: info@goalstandard.com

If you believe that any of your intellectual property rights other than copyrights have been infringed, please e-mail us at info@goalstandard.com. We reserve the right, in our sole and absolute discretion, to suspend or terminate any user who infringes the intellectual property rights of OVG360 or others, and/or to remove, delete, edit or disable access to such person's content. You agree that we have no liability for any action taken under this section.

6. About Software in our Services

You may be required to download software (such as a mobile or desktop app) to use the Services or certain features of the Services, and the Services may enable you to access software running on our (or our vendors') servers (collectively, "Software"). You agree that we retain the ownership of all rights, title, and interest in and to the Software. Certain Software may update automatically on your device once a new version or feature is available, and you consent to such automatic updating.

OVG360 gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software to access the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms. You may not copy, modify, distribute, sell, or lease any part of our Services or Software, nor may you reverse engineer or

attempt to extract the source code of the Services or Software, unless laws prohibit those restrictions or you have our written permission.

There may be software programs contained within certain Software that have been licensed to us by third parties. The term "Software" as used herein shall refer to this third-party software except where the term "Software" is used in the context of our ownership. The same terms and conditions, including all limitations and restrictions, set forth in these Terms apply to each third-party software program contained in the Software. You acknowledge and agree that any third-party components are owned by their applicable licensors. We do not make any representations or warranties about the operation or availability of such third-party software. Neither we, nor our licensors, shall be liable for any unavailability or removal of such third-party software. We are not responsible for any communications to or from such licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under these Terms.

7. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, at any time, without any notice or liability.

Subject to the terms of the Member Terms, (a) You can stop using our Services at any time, although we'll be sorry to see you go, and (b) we may also stop providing Services to you, or add or create new limits to our Services, at any time.

Sections 7 – 10 will survive termination or expiration of these Terms indefinitely.

8. Our Warranties and Disclaimers

YOU ACKNOWLEDGE THAT THE SERVICES ARE CURRENTLY UNFINISHED, IN BETA STATE, AND MAY CONTAIN DEFECTS, AND YOU MAY EXPERIENCE ERRORS, MALFUNCTIONS, AND/OR INTERRUPTIONS OF SERVICE. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR THE MEMBER TERMS, NEITHER OVG360 NOR ITS LICENSORS, SUPPLIERS, ADVERTISERS, OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THE RELIABILITY OR AVAILABILITY OF THE SERVICES, OR THE ABILITY OF THE SERVICES TO MEET YOUR NEEDS. WE ALSO DO NOT MAKE ANY WARRANTIES OR COMMITMENT RELATING TO ERROR-FREE OR UNINTERRUPTED OPERATIONS IN CONNECTION WITH THE SERVICES. EXCEPT AS EXPRESSLY STATED IN THE MEMBER TERMS, WE PROVIDE THE SERVICES AND ALL INFORMATION PROVIDED THROUGH THE SERVICES "AS-IS."

THE SERVICES PERFORM AN ANALYSIS, BASED ON OUR PROPRIETARY ALGORITHM, OF INFORMATION THAT YOU MAKE AVAILABLE TO US, AND OUR ANALYSIS IS DEPENDENT ON THE ACCURACY AND COMPLETENESS OF THIS INFORMATION. WE ARE NOT RESPONSIBLE FOR YOUR USE OF THE REPORTS OR OTHER INFORMATION PROVIDED BY THE SERVICES. THE REPORTS MAY NOT ACCURATELY REFLECT THE STATE OF OR CONDITIONS AFFECTING YOUR BUSINESS. YOU UNDERSTAND AND AGREE THAT OVG360 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AND ALL LIABILITY WITH RESPECT TO THE ANALYSIS

OR REPORTS PROVIDED BY THE SERVICES, INCLUDING FOR ANY ERRORS, INACCURACY OR INCOMPLETENESS.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES.

YOU AND YOUR HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER IRREVOCABLY RELEASE, DISCHARGE, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR AND THEIR SUCCESSORS AND ASSIGNS, AND OUR AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM, AND AGREE NOT TO SUE ANY RELEASED PARTY FOR, ANY LIABILITIES, CLAIMS, OBLIGATIONS, SUITS, ACTIONS, DEMANDS, EXPENSES, AND DAMAGES WHATSOEVER (COLLECTIVELY, "LIABILITIES") THAT YOU MAY HAVE AGAINST ANY RELEASED PARTY WHETHER EXISTING NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH YOUR OR A THIRD PARTY'S CONDUCT RELATED TO USE OF THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE FOREGOING SENTENCE RELEASES AND DISCHARGES ALL LIABILITIES, WHETHER OR NOT THEY ARE CURRENTLY KNOWN TO YOU, AND YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542. YOU UNDERSTAND THE MEANING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." BY AGREEING TO THESE TERMS AND THIS WAIVER, YOU ASSUME ALL RISK ARISING FROM YET UNKNOWN CLAIMS.

9. Force Majeure

IN ALL CASES RELATING TO PROVIDING YOU THE SERVICES, OVG360 (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) AND ITS LICENSORS, SUPPLIERS, ADVERTISERS, AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE OR THAT IS DUE TO EVENTS OUTSIDE OF OUR REASONABLE CONTROL, SUCH AS WARS, CRIMINAL ACTIVITIES, STORMS, DELAYS (INCLUDING, BUT NOT LIMITED TO, FAILURES OR DELAYS OF COMMON CARRIERS), PUBLIC HEALTH EMERGENCY, NATURAL DISASTERS, ACTS OF GOVERNMENT, SUPPLY INTERRUPTIONS, OR TELECOMMUNICATION OR INTERNET FAILURES.

10. About these Terms

We may modify these Terms or any additional terms that apply to a Service for any reason, for example, to reflect changes to the law or changes to our Services. You should look at the Terms regularly and the "Last Updated" date at the beginning of these Terms. We'll use reasonable efforts to give you notice of these modifications, such as posting notice of modifications to these Terms on this web page, through the Services, or via email. By continuing to use the Services after we make these modifications, you agree that you will be subject to the modified Terms. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the United States and the Commonwealth of Pennsylvania, excluding Pennsylvania's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. Exclusive

jurisdiction and venue for the adjudication of any disputes relating to these Terms shall be in the state and federal courts (including the appellate courts) having jurisdiction for Philadelphia, Pennsylvania, and the parties hereby consent to the jurisdiction and venue of such courts.

You may not assign or delegate your rights or obligations relating to these terms or your account for the Services without our prior written consent. We may assign these terms or assign or delegate any of our rights or obligations at any time.

For information about how to contact OVG360, please visit our contact page.