



PRIVACY POLICY

The Effective Date of this Privacy Policy is April 1, 2013. The current version of this Privacy Policy includes revisions made through July 29, 2022. This version of the policy replaces and supersedes any prior privacy policies applicable to this website.

We at IES Holdings, Inc., with our affiliates (“IES” or “we”), recognize the importance of internet privacy. Set forth below is the Privacy Policy applicable to the IES website, individual IES brand websites, other websites maintained and operated by IES, and IES’s Customer Extranet (collectively, the “Site”). The Privacy Policy explains how we collect information from you on the Site, what we do with this information and how you can contact us regarding such information. We believe it is important that you know how we treat your information that we receive through the Site. By using this Site, you consent to the collection and use of this information by IES. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

In addition to carefully reading the Privacy Policy, please click [here](#) to read our Terms and Conditions of Use and the Acceptable Use Policy, which explain how you may use the Site.

COLLECTION AND USE OF INFORMATION

Personally identifiable information: In order to use certain features of the Site, we may request that you provide us with personally identifiable information, such as your name, mailing address, e-mail address, phone number, fax number, client identification number, resume or other personally identifiable information (“Personally Identifiable Information”). We may collect and we (including our affiliates) and our business partners may use Personally Identifiable Information to respond to your inquiry, email you content or alerts (including updates to the Site or to the Terms and Conditions of Use and the Acceptable Use Policy or this Privacy Policy) or allow you to access specific account information. In addition, we may use any Personally Identifiable Information submitted in response to our job advertisements in our review process, which may include disclosure to affiliates and third parties assisting us with our review.

We endeavor to use administrative, technical, and physical measures to safeguard personally identifiable information in our possession against loss, theft and unauthorized use, disclosure or modification.

Non-personally identifiable information: In general, you can visit the Site without being asked to reveal any Personally Identifiable Information. However, our web servers collect some information that does not identify you personally. For instance, we collect and log the Internet Protocol (IP) address of a visitor's computer (which is the address of your computer on the Internet), the browser a visitor is using (e.g., Internet Explorer), the operating system (e.g., Windows) and the domain names that you have visited before entering and after leaving the Site. This information is aggregated to measure statistics about our visitors, such as the number of visits to the Site, the average time spent on the Site and the pages viewed on the Site. We use this information to monitor the use of the Site and to improve the Site's content. Except in connection with certain permitted disclosures to law enforcement (discussed below) and certain technical features of the Site (e.g., maintaining session status), such information is only used in the aggregate.

CHILDREN'S PRIVACY

This website is not directed to children under the age of thirteen and we do not knowingly collect personal information from children under the age of thirteen on this Site. If we become aware that we have inadvertently received personal information from a visitor under the age of thirteen, we will delete the information from our records.

INFORMATION STORED ON YOUR COMPUTER

We may send text files (e.g., "cookies" or other cached files) or images to your web browser to store information on your computer. Such text files and images are used for technical convenience to store information on your computer. For instance, we may use a session cookie to store form information that you have entered so that you do not have to enter such information again. We also may use persistent cookies to customize your experience on the Site and to monitor use of the Site. Persistent cookies remain on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your browser's "help" file. You may set your browser to notify you when you receive a cookie. Many web browsers allow you to block cookies.

DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

Disclosure to Affiliates and Partners: We may share your Personally Identifiable Information with our affiliates and partners, who provide services on our behalf. By way of example, but not by limitation, our business partners may send you email alerts or investor information if you have signed up to receive such information. We require our affiliates and partners to maintain the confidentiality of your personally identifiable information. Any party to which we provide Personally Identifiable Information will be advised to use it only in accordance with this Privacy Policy and as permitted under

applicable laws and regulations. Unless you have authorized us to do so, or unless otherwise specified in this Privacy Policy, we will neither display your Personally Identifiable Information on the Site nor disclose your Personally Identifiable Information to third parties other than affiliates or partners performing services on our behalf.

Disclosure in Connection with a Sale of IES: Notwithstanding anything in this Privacy Policy, we reserve the right to transfer Personally Identifiable Information to a third party without your permission in connection with a sale of stock, merger or consolidation or other transfer of the assets of IES and/or of an affiliate or division, whether voluntarily or by operation of law, to such third party, provided that such third party agrees to protect the confidentiality of your Personally Identifiable Information consistent with this Privacy Policy.

Disclosure to Law Enforcement: Notwithstanding anything in this Privacy Policy, we may disclose information about you, including, but not limited to, Personally Identifiable Information, to law enforcement or other governmental officials or agencies in response to a subpoena, search warrant, or court order. We may also disclose your Personally Identifiable Information or other information about you if we believe, in our sole discretion, that such disclosure is appropriate in connection with an official investigation or in response to a significant threat to a person's health or property. We may disclose information about you to enforce the Terms and Conditions of Use and the Acceptable Use Policy, to respond to claims of violations of third party rights or to protect the rights of IES. If it is lawful to do so, we will make reasonable efforts to notify you of any request for disclosure of your information as soon as reasonably practicable following receipt of such a request.

CORRECTIONS, UPDATES AND REQUESTS FOR INFORMATION

Upon receipt of your written request, we will provide you with a copy of all Personally Identifiable Information that we have collected from you on or through the Site. By written request to IES, you may correct any erroneous Personally Identifiable Information or request that IES delete such Personally Identifiable Information. Please send all such requests to:

IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056

OR

Please e-mail Info@ies-co.com

IES reserves the right to confirm your identity before releasing any such Personally Identifiable Information to you. If you request email alerts, investor information or other information and provide your email address to us, we may from time to time send you such information. If you do not wish to receive such emails, you may opt out of receiving such emails by writing to:

IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056

OR

Please e-mail Info@ies-co.com

From time to time, IES may also send information related to updates to the Site, the Terms and Conditions of Use, the Acceptable Use Policy or this Privacy Policy.

THIRD-PARTY SITES

The Site may contain links to websites operated by unaffiliated third parties. IES is not responsible for the content or the privacy practices employed by other sites. Please read the terms and conditions of use and privacy policy of the destination website.

Social Sites – Use of 3rd party services such as social sharing sites (e.g., Facebook & Twitter) is governed by the privacy practices of those services. IES does not capture or store your login information or other personally identifiable information for these services; however session info or cookies may be stored.

NOTICE TO CALIFORNIA RESIDENTS ON YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you have the right to receive: a) information identifying any third party company(ies) to whom we may have disclosed, within the past year, personal information pertaining to you and your family for that company's direct marketing purposes; and (b) a description of the categories of personal information disclosed. To obtain such information, please send a written request to:

IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056

OR

Please e-mail Info@ies-co.com

CONTACT US

If you have specific questions about our Privacy Policy, the Terms and Conditions of Use or the Acceptable Use Policy, please contact the IES IT Security Officer at:

IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056

OR

Please e-mail Info@ies-co.com

IES Terms & Conditions

GENERAL. IES Holdings, Inc. operates the IES website, individual IES brand websites, other websites maintained and operated by IES, and IES's Customer Extranet Service (collectively, the "Site") and provides services on behalf of itself and its affiliates ("IES" or "we"). You, as the user of the Site, are referred to herein as "you" or "user".

Set forth below are the Terms and Conditions of Use and the Acceptable Use Policy, which explain how you may use the Site. Our Privacy Policy explains how we collect information from you on the Site, what we do with such information and how you can contact us regarding such information. Please [click here](#) to read the Privacy Policy. The Terms and Conditions of Use, the Acceptable Use Policy and the Privacy Policy are collectively referred to herein as the "Online Terms".

The Online Terms are effective as of April 1, 2013. The current version of the Online Terms includes revisions made through July 29, 2022. Please read all of the Online Terms carefully before using the Site, as they may have been revised since you last used the Site.

By using the Site, including, but not limited to, downloading materials from the Site, you signify your agreement to the Online Terms. If you do not agree to the Online Terms, do not download materials from the Site or use the Site in any manner.

IES reserves the right, in its sole discretion, to change, modify, add or remove any portion of the Online Terms in whole or in part, at any time. You should review the Online Terms regularly as changes will be effective when made. You hereby acknowledge and agree that your continued use of the Site after a change has been made to the Online Terms shall constitute your acceptance of such changes. We will notify you, either through email or by posting a notice on the homepage of the Site, of any material changes to the Online Terms.

TERMS AND CONDITIONS OF USE

LIMITED LICENSE: This Site and its related services are intended only for use by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older, and of the age of majority in the jurisdiction in which you reside, you cannot use this Site without the accompaniment and supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this Site by children, minors and others under your care, and you agree to be responsible for their use of this Site. Any use of this Site by persons not of the age of majority in the jurisdiction in which they reside and without parental consent can result in immediate termination of your use of this Site and/or any affiliated services. Subject to your compliance with the Terms and Conditions of Use and the Acceptable Use Policy, IES grants to you a non-exclusive, non-transferable,

limited right to access and use the Site and the information and materials contained therein (collectively, the “Materials”). IES authorizes you to view and download the Materials only for your own use, except as otherwise expressly provided herein. The authorization granted in the prior sentence (a) does not constitute a transfer of title in the Materials and (b) is subject to the following restrictions: (1) you may not remove any copyright or other proprietary notices contained in the Materials; (2) you may not modify the Materials in any way or reproduce or publicly display, perform, or distribute the Materials for any public or commercial purpose; (3) to bypass any technical measures used to prevent or restrict access to any portion of the Site; (4) to reverse engineer, decompile or disassemble the Site, or to convert into human readable form any of the contents of this Site not intended to be so read, including but not limited to using or directly viewing the underlying code for the Site except as interpreted and displayed in a web browser; (5) to use any data mining, robots, or similar automated data gathering and extraction tools to access the Site; (6) to violate or attempt to violate the security of the Site, (7) to interfere with or attempt to interfere with the proper working of the Site or otherwise 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 IES or users of the Site or expose them to liability; (8) to alter or modify, or attempt to modify, any part of the Site; (9) to attempt to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing or any other means; or (10) to use reports, content, electronic documentation or other materials available on the Site to feed any downstream product, application or website.

You agree not to use the Site for any purpose that is unlawful or prohibited by these Online Terms or to solicit the performance of any illegal activity, to stalk or harass other users of the Site, or to engage in any other activity which infringes the rights of IES or any other third parties. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site. IES may terminate the authorization, rights and license given above, in its sole discretion and for any or no reason. Upon notice to you of such termination, including, but not limited to, through the posting of such changes on the Site, you agree to immediately destroy copies of all Materials, in electronic form or otherwise, then in your possession. Following termination of this license, these Online Terms shall still apply to the extent practicable.

PROPRIETARY RIGHTS AND TRADEMARKS: You acknowledge and agree that the Site, and all content included therein (including, but not limited to, all text, images, photographs, illustrations, multimedia (e.g., combinations of graphics, audio and/or video), charts, indices, reports, data, software, HTML code and screens contained therein), is owned by, licensed to, or otherwise used under permission by IES and its business partners and information providers is subject to the intellectual property laws of the United States and other countries, including laws governing patent rights, copyrights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets. Any information collected, displayed, stored and archived on the Site and on our systems is owned by IES, our affiliates or our business partners. Unauthorized use of any Trademarks, including

reproduction, imitation, dilution or confusing or misleading uses, is prohibited under the trademark laws of the United States. The Trademarks may not be used in connection with any product or service that does not originate with IES, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits IES. All other trademarks appearing on the Site are the property of their respective owners.

INFORMATION PROVIDED BY YOU: Other than certain personally identifiable information (as described in our Privacy Policy), IES does not want you to, and you should not, provide to IES via the Site any information that you regard as confidential or proprietary to you or any other person. If you send any such information to us, you lose all rights to such information, and you agree that any such information that you or an individual acting on your behalf provide to IES through the Site will not be considered confidential or proprietary.

INFORMATIONAL PURPOSES ONLY: The Materials are provided for informational purposes only and are not an offer to sell or a solicitation of an offer to buy any security or any insurance product. IES's products and services are subject solely to the terms of the documentation that accompanies provision of any such products and services and you should refer to this documentation for complete information. Not all of the products or services described on this Site are available in all jurisdictions or to all potential customers or investors. Nothing on this Site is intended as, or should be taken to be, investment advice or an offer or a solicitation of any kind, including, but not limited to, information supplied on this Site in any jurisdiction or to any potential customer or investor where any information regarding products and services might be construed as an offer or solicitation not otherwise qualified or exempt from regulation.

SITE PROMOTIONS: We are not responsible for typographical or other errors or omissions regarding products, services prices or other information provided on this Site. All product and/or service sales and promotions are subject to these Online Terms, in addition to any other terms that may apply. Promotional offers and prices are available for a limited time as specified on the Site. Prices, promotions and availability are subject to change without prior notice.

FORWARD LOOKING STATEMENTS: This site contains statements about future results that may constitute "forward-looking statements" within the meaning of safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Readers are cautioned that these statements are not guarantees of future performance. There are a variety of factors, many of which are beyond IES's control, which affect the operations, performance, business strategy and results and could cause its actual results to differ materially from the expectations and objectives expressed in any forward-looking statements. Accordingly, readers are cautioned not to place undue reliance on forward-looking statements which speak only as of the date they are made. A non-exclusive list of the important factors that could cause actual events or results to differ materially from those in such forward-looking statements include the important factors set forth in IES's most recent annual report on Form 10-K, quarterly report on Form 10-Q and IES's other documents on file with the Securities and Exchange Commission. IES does not

undertake to update forward-looking statements to reflect the impact of circumstances or events that arise after the date the forward-looking statements are made. The reader should, however, consult any further disclosures IES may make in its future filings of its reports on Form 10-K, Form 10-Q and Form 8-K.

CONTENT AND OPERATION OF SITE: The information contained on the Site is subject to change without notification of you or any other person. IES undertakes no obligation to maintain or ensure that the information on the Site is the most current information available. IES may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. IES may also impose limits, for any or no reason, on certain features and services or restrict your access to parts or all of the Site without notice or liability.

REQUESTS FOR INFORMATION: Other than in connection with responding to takedown notices or responding to questions about your personally identifiable information (as described in our Privacy Policy), IES has no obligation to respond to any requests for information or other requests sent by you to IES, and IES expressly disclaims all liability for responding or failing to respond to such requests. IES also expressly disclaims any liability for sending you alerts or investor information at your request and disclaims any liability for the content of such alerts and investor information.

DISCLAIMER OF WARRANTIES: THIS SITE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY UNDERSTAND AND AGREE THAT IES MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE OR ANY CONTENT ON THE SITE. IES DOES NOT REPRESENT OR WARRANT, AND DISCLAIMS, ANY REPRESENTATION OR WARRANTY THAT: (A) THE USE OF THE SITE WILL BE TIMELY; UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (D) ERRORS OR DEFECTS WILL BE CORRECTED, AND (E) YOUR USE OF THE SITE, OR THE SITE OR THE SERVERS(S) THAT MAKE THE SITE AVAILABLE, ARE FREE OF "WORMS", "TROJAN HORSES", VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO ANY GOODS OR SERVICES TO BE PROVIDED HEREUNDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF

OUR REPRESENTATIVES SHALL CREATE ANY WARRANTY WITH RESPECT TO THE SITE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, OR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS OR LICENSORS (THE "IES PARTIES"), BE LIABLE (1) FOR ANY LOSS OR DAMAGE ARISING OUT OF YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF USE OR THE ACCEPTABLE USE POLICY, (2) UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE (WHETHER IN AN ACTION BASED IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES)) ARISING OUT OF (A) YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE SITE; (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SITE; (C) YOUR INABILITY TO USE THE SITE OR THE INFORMATION CONTAINED THEREIN FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE SITE; (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION; (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE; (F) UNAUTHORIZED ACCESS TO THE SITE AND UNAUTHORIZED ALTERATION TO YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (H) ANY OTHER MATTER RELATING TO THE SITE OR YOUR USE OF THE SITE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH JURISDICTIONS OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY THE LAWS OF THAT JURISDICTION. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS OR DAMAGE WITH RESPECT TO THE SITE EXCEED \$50.00.

INDEMNITY: You agree to indemnify, hold harmless and, at our option, defend any IES Parties from all damages, costs, liabilities, suits, judgments, penalties, expenses, obligations, losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and expenses), relating to or arising out of (a) your breach of these Terms and Conditions of Use and/or the Acceptable Use Policy, and/or (b) any use of the Site by you, by any person authorized by you or by an individual using the Site with your password, whether or not you have authorized such use.

THIRD-PARTY SITES: This Site includes content served by third parties and may include links to websites operated by parties other than IES, including our business partners, information providers, advertisers and other third parties. Such content and links are provided solely for your convenience. IES does not endorse and does not take responsibility for any information, advertising, services or products made available by third parties, on or through their websites, or for any of the privacy practices or terms of use of such third parties. If you use such content or sites, you will leave this Site. If you decide to review content on a third-party site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other harmful or destructive properties, including, but not limited to, those which might cause system failure or malfunction, upon transferring to other sites. We reserve the right to remove content served by third parties and terminate any link to a third-party site at any time. Content provided by a third party, or links to a third-party site, do not imply that IES sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in such content or accessible through such links, or that any third party providing content or operating a linked site is authorized to use any trademark, trade name, logo or copyright symbol of IES or any of its affiliates or subsidiaries.

WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT IF YOU USE INFORMATION, SERVICES OR PRODUCTS FROM A THIRD PARTY OFFERED ON A WEBSITE LINKED TO OR THAT IS OTHERWISE REFERRED TO ON OR THROUGH THE SITE, SUCH THIRD PARTY IS SOLELY RESPONSIBLE FOR SUCH INFORMATION, SERVICES OR PRODUCTS, AND YOU HEREBY RELEASE ALL OF THE IES PARTIES FROM ANY CLAIMS, DEMANDS AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH INFORMATION, SERVICES OR PRODUCTS, ANY TRANSACTIONS BETWEEN YOU AND SUCH THIRD PARTY AND ANY DISPUTES BETWEEN YOU AND SUCH THIRD PARTY.

COPYRIGHT COMPLAINTS AND DESIGNATED AGENT: We respect the intellectual property rights of others and require that the persons and entities using the Site do the same. In our sole discretion, we reserve the right to terminate the access to the Site of any person or entity whom we believe is or may be responsible for copyright infringement.

The Digital Millennium Copyright Act (“DMCA”) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider as Designated Agent. If you believe in good faith that IES should be notified of a possible online copyright infringement involving the Site, please notify IESs Designated Agent using the following contact information:

IES Attention: General Counsel
IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056
OR
Please e-mail Info@ies-co.com

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512 (3)) before sending your claim.

Please do not send any other notices or communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

USERS OUTSIDE THE UNITED STATES AND CHOICE OF LAW: This Site is controlled, operated and administered by us from our offices within the United States of America and all information you send to us is stored on servers in the United States. IES makes no representation that the Materials are appropriate or available for use at other locations outside of the United States, and access to the Materials from territories where their contents are illegal is prohibited. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws. These Terms and Conditions of Use and the Acceptable Use Policy shall be governed by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction. Without limiting IES's right to bring an action against you in any jurisdiction, you further agree to submit to the non-exclusive jurisdiction of, and acknowledge and agree that proper venue shall lie in, the federal and state courts located in New York County, New York or Westchester County, White Plains, New York, with respect to any claim, action or proceeding arising out of or relating to these Online Terms.

ADDITIONAL TERMS: These Online Terms constitute the entire agreement between IES and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the cause of action arises, and you hereby waive any right, statutorily or otherwise, to any further extension of time beyond such one (1) year period. If for any reason a court of competent jurisdiction finds any provision of these Online Terms to be unenforceable, the remainder of the provisions set forth herein shall continue in full force and effect.

Where possible, all complaints should include details that would assist IES in investigating and resolving the complaint (e.g., a copy of the offending material).

ACCEPTABLE USE POLICY FOR IES'S CUSTOMER EXTRANET SERVICE

This Acceptable Use Policy ("AUP") is part of IES's overall effort to:

- Provide high quality service to authorized users of IES Customer Extranet Service (the "Service") available on or through the Site;

- Protect the integrity, security, reliability and privacy of the Service, the Site and the network of computers using the Service; and
- Encourage responsible, lawful use of the resources of IES and IES licensors and Internet service provider.

This AUP sets forth permitted and prohibited uses of the Site. IES reserves the right to determine, in its sole discretion, whether a use of the Site is in violation of this AUP. IES reserves the right to monitor the Site and, when IES becomes aware of an actual or attempted violation of this AUP, to take such action as it deems appropriate to address the violation.

PASSWORD SECURITY: Use of the Service may require that you register and use a password at all times. You are solely responsible for maintaining the security of your password and may not disclose your password to others. You are solely responsible for any use of or action taken under your password, including, but not limited to, any e-mail or content transmitted by you or through use of your password, whether or not you have authorized such use. You are responsible for exiting or logging-off each time you finish using the Service. A violation or attempted violation of this AUP by any third party having access to the Service through you or by using your password will be considered a violation by you, whether or not such access was obtained with your knowledge or consent. You agree to notify IES immediately of any unauthorized use of your password or any other breach of security about which you are aware.

PROHIBITED USES: The following are examples of types of uses of the Service that are prohibited under this AUP:

Illegal/Criminal Activity You may not use the Service to commit, or in connection with, criminal or civil violations of federal, state, local, or international laws, regulations, or other government requirements. Such violations include, but are not limited to, violations of securities laws, including, but not limited to, regulations of the United States Securities and Exchange Commission or any securities exchange; theft or infringement of patents, copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds or information; encouraging conduct that would constitute a criminal offense or give rise to civil liability; and assisting or permitting any third parties engaged in or attempting to engage in any of the activities described above.

IES reserves the right to report any activity that may violate any law or regulation to appropriate law enforcement officials, regulators or other third parties. In order to cooperate with governmental requests into possible violations of laws or regulations, IES may access and disclose to law enforcement officials, regulators or other third parties any information IES considers necessary and appropriate.

Security Violations You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and civil liabilities to you. Examples of prohibited security violations include, but are not limited to, logging onto a server or account that you are not authorized to access; accessing data or taking any action to obtain services not intended for you or your use; attempting to probe, scan, or test the vulnerability of any system, subsystem or network; tampering, hacking,

modifying or otherwise corrupting or breaching security or authentication measures without proper authorization; transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the system; interfering with, intercepting or expropriating any system, data or information; or interfering with service to any user, host, or network including, but not limited to, by means of overloading, "flooding", "mailbombing", or "crashing" any computer system.

Consequences Violations of this AUP may result in a demand by IES for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of your access to the Service, or other action appropriate to the violation, as determined by IES in its sole discretion. When feasible and lawful, it is IES's preference to give notice so that violations may be addressed voluntarily; IES reserves the right to act without notice, however, as IES may determine in its sole discretion. IES will cooperate with law enforcement agencies if unlawful activity is suspected. Violators of this AUP may also be subject to civil or criminal liability under applicable law.

IES, in its sole discretion, may terminate you and your access to the Service, or any portion thereof, without notice for any reason or for no reason, including, but not limited to, if IES believes that you have breached the AUP. IES reserves the right to terminate you upon notice if you violate the policies of the Site's Internet service provider.

INCIDENT REPORTING: Any complaints regarding violations of this AUP by a user should be directed to the IES at:

IES HOLDINGS, INC. 5433 Westheimer Rd., Suite 500, Houston, Texas 77056
OR

Please e-mail Info@ies-co.com

Where possible, all complaints should include details that would assist IES in investigating and resolving the complaint (e.g., a copy of the offending material).