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No permission is granted within this Notice to you to use Generac names, images or logos, site addresses or other means to hyperlink other Internet sites with any page in the Site.

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- Be or contain material that is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
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- Advocate or encourage any illegal activity; or
- Have the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

Though we strive to enforce these rules with all of our users, You may be exposed through the Sites or Services to Content that violates our policies or is otherwise offensive. You access the Sites and Services at Your own risk. We may, but are not obligated to, remove Content from the Sites for any reason, including if we determine or suspect that such Content violates these Terms of Use. We are merely acting as a passive conduit for such distribution and we take no responsibility for Your exposure to Content on the Sites or through the Services whether it violates our content policies or not. Our discussion forums may be public, so others may read Your question or comments. Please respect the confidentiality of others.

5. EMAIL DISCLAIMER

Generac may send newsletters, special offers, and updates using the email address You provide, and may contact You about products, services, energy conservation and reduction, or other electricity usage activities, including surveys.

Email communication including any information transmitted with it is intended only for the use of the addressee(s) and is confidential. If You are not an intended recipient or responsible for delivering the email to an intended recipient, any review, disclosure,

reproduction or other use of any part of the email is strictly prohibited. If You receive an email communication in error, please notify Generac immediately and delete the email.

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- Conduct or promote any illegal activities while using the Sites or Services;
- Upload, distribute or print anything that may be harmful to minors;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- Attempt to gain access to secured portions of the Sites or Services to which You do not possess access rights;
- Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- Use the Sites or Services to generate unsolicited email advertisements or spam;
- Use the Sites or Services to stalk, harass or harm another individual;
- Use any high volume automatic, electronic or manual process to access, search or harvest information from the Sites or Services (including robots, spiders or scripts);
- Interfere in any way with the proper functioning of the Sites and Services or interfere with or disrupt any servers or networks connected to the Sites or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites or Services;
- Use any robot, spider, other automatic device, or manual process to extract, “screen scrape,” monitor, “mine,” or copy any static or dynamic web page on the Sites or the Content contained on any such web page for commercial use without our prior express written permission;
- Impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity; or
- Mirror or frame the Sites or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

7. FEEDBACK

In the event that You provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Sites or the Services (collectively “Feedback”), You agree we may use the Feedback to modify our Services and that You will not be due any compensation, including any royalty related to the product or service that incorporates Your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform,

display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether You provide the Feedback on the Sites or through any other method of communication with us, unless we have entered into a separate agreement with You that provides otherwise.

8. PRIVACY

We know that Your privacy is important. For this reason, we have created a privacy policy (the "Privacy Policy") that describes our collection, use and disclosure practices regarding any personal information that You provide to us. The security of Your personal information is important to us. While there is no such thing as "perfect security" on the Internet and using mobile communications, we will take reasonable steps to help ensure the safety of Your personal information. However, You understand and agree that: (i) such steps do not guarantee that the Sites and the Services are invulnerable to security breaches or immune from viruses, security threats or other vulnerabilities; (ii) Your use of this website is at Your own risk; and (iii) You agree to assume the risks associated with the transmission or loss of any data, including the interception of data or information by third parties. Generac reserves the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of Your personal information. We may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

9. OPERATION, INSTALLATION, AND LIMITATIONS FOR EQUIPMENT

If You purchase or otherwise obtain equipment, such as devices to measure, monitor, and manage energy use, directly or indirectly, from Generac ("Equipment"), the Equipment is subject to the terms and conditions (including any warranty) under which the Equipment was purchased or obtained, including that a licensed electrician must install the Equipment in accordance with appropriate wiring diagrams and any applicable electrical codes and that the Equipment must only be used in the manner specified by Generac.

10. MODIFICATIONS TO THE SITE OR SERVICES

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You agree to indemnify, defend and hold harmless Generac, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorney fees and court costs) that such parties may incur as a result of or arising from: (i) Your use of the Sites or Services, including any Your Content (except to the extent prohibited by law); (ii) Your violation of these Terms of Use; (iii) Your violation of any rights of any other person or entity; or (iv) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by You into the Sites or Services.

15. RELEASE

You hereby release Generac, its parents, subsidiaries, affiliates, and their officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from Your use of the Site. Further, You hereby waive California Civil Code Section 1542, which states: “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” and You hereby waive any other similar provision of the laws of any other applicable jurisdiction.

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We respect the intellectual property of others, and we ask You to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information:

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- A description of the copyrighted work that You claim has been infringed;

- A description of where the material that You claim is infringing is located on the Sites or Services;
- Your address, telephone number, and email address;
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement on the Sites or the Services can be reached by mail at: Generac Power Systems, Inc., Attn: Legal Department, S45W29290 Hwy. 59, Waukesha, WI 53189, or by email at Legal.Admin@generac.com.

17. ELECTRONIC COMMUNICATIONS

We can only give You the benefits of our Sites and Services by conducting business through the Internet, and therefore we need You to consent to our giving You Communications electronically. This Section informs You of Your rights when receiving Communications from us electronically. For contractual purposes, You (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that we provide to You electronically satisfy any legal requirement that such Communications would satisfy if it were in a writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of Your interactions and transactions with us. The foregoing does not affect Your non-waivable rights. You may also receive a copy of these Terms of Use by accessing this Site. You may withdraw Your consent to receive Communications electronically by contacting us in the manner described below. If You withdraw Your consent, from that time forward, You must stop using the Sites and Services. The withdrawal of Your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time You withdraw Your consent. Please keep us informed of any changes in Your email or mailing address so that You continue to receive all Communications without interruption.

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right and/or duties under these Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of Your obligations hereunder. The paragraph headings in these Terms of Use, shown in boldface type, are included only to help make these Terms of Use easier to read and have no binding effect. A reference to the words “including” or “included” shall mean “including, without limitation” or “included, without limitation”, as applicable. Any delay or failure by us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms of Use constitute the complete and exclusive agreement between You and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of the Terms of Use will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect.

19. FORWARD-LOOKING AND CAUTIONARY STATEMENTS

The Sites may contain certain “forward-looking statements” and “forward-looking information” under applicable securities laws. Except for statements of historical fact, certain information contained herein may constitute forward-looking statements. Forward-looking statements are frequently characterized by words such as “plan”, “expect”, “project”, “intend”, “believe”, “anticipate”, “estimate”, and other similar words, or statements that certain events or conditions “may” or “will” occur. Forward looking information may include, but is not limited to, statements with respect to the future financial or operating performances of the Corporation and its subsidiaries. Forward-looking statements are based on the opinions and estimates of management at the date the statements are made, and are based on a number of assumptions and subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Many of these assumptions are based on factors and events that are not within the control of the Corporation and there is no assurance they will prove to be correct. Although the Corporation has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. The Corporation undertakes no obligation to update forward-looking statements if circumstances or management’s estimates or opinions should change except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking statements. Rather, we direct the reader’s attention to the “SEC Filings” link under

“Investor Relations” on this Site for copies of our most recent filings with the U.S. Securities and Exchange Commission.

20. LINKING TO THIS SITE

All links to the Sites must be approved in writing by Generac. Generac consents to a link to this Site only if the link and its associated pages do not (a) misrepresent your relationship with Generac; (b) imply that Generac approves or endorses your Web site, or your service or product offerings; or (c) present false or misleading impressions about Generac or otherwise damage the goodwill associated with the Generac name or trademarks.

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22. SURVIVAL

Sections 1, 3, 4 through 9 (inclusive), 11 through 19 (inclusive), and 22, as well as any other limitations on liability explicitly set forth herein and our proprietary rights in and to the Sites, Content provided by us, Our Technology, and the Services, will survive the expiration or termination of these Terms of Use for any reason.

23. CONTACTING US

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