

Field Work: Terms and Conditions

This document is to be a continuation of NRG Systems' General Sales Terms and Conditions for when field work is being performed for a project, either by NRG Systems or our sub-contractors.

1. Prices and Payment Terms

Seller will issue a quotation for each requested order setting forth the price of the Services. Quotations are valid for the period of time specified in the applicable quotation, typically 30 days. Prices do not include any Taxes which may now or hereafter be applicable. Buyer shall be responsible for the payment of all Taxes now or hereafter levied by any governmental authority anywhere in the world. Payment is due Net 30 days from date of invoice unless the applicable quotation provides otherwise. Invoices are to be issued upon completion of services, which is defined below.

2. Description of Services Installation

NRG Systems or our Sub-contractors will complete the complete installation of our complete measurement systems. The installation service pricing includes:

- Daily meal and lodging allowance
- Transport of materials to the site
- Installation of the equipment

The following is assumed:

- Client will provide geographic coordinates for finalized installation locations
- Client is responsible for securing land contracts, permits, etc.
- Client responsible for providing proper tower footing (suitable soil for anchors, concrete pad, or pile mounts)
- Weather will permit unobstructed access and the installation crew can complete all work in a single mobilization
- Sites are accessible by 4WD vehicle w/ trailer
- No site clearing is necessary
- No snow mitigation options are included

- Either cellular (remote) or SCADA (operational) connectivity is available at each site with troubleshooting and data verification time limited to two (2) hours
- If applicable, client is responsible for cellular data plan activation prior to installation and maintaining an active cellular plan for the duration of the project
- The landowner will provide unobstructed access to the installation sites during the entire installation period, and will provide keys, codes, and combinations for any gates, locks, or fences the crew will need to pass through
- Landowner requires no additional site remediation such as re-planting, re-seeding, or tower marking
- All relevant documentation, photos, calibration certificates, programming files, and copied data will be provided to the Client via a file sharing platform
- Decommissioning or disassembly of the station is available as an option, to be discussed prior to the end of the project life

3. Description of Services: Commissioning

If desired, NRG Systems or our Sub-contractors will complete the final commissioning of all complete measurement systems. The commissioning service pricing includes:

- Daily meal and lodging allowance
- Transport of materials to the site
- Commissioning of the equipment in accordance with NRG Systems' Formal Guidelines

The following is assumed:

- Client is responsible for scheduling of commissioning work
- Client is responsible for providing any onsite requirements (safety training, Covid testing, etc.)
- If remote, an active cellular network is required for proper commissioning
- If operational, an active SCADA network is required for proper commissioning
- All hardware, sensors, and instruments will be commissioned in accordance with guidelines established directly by NRG Systems
- All relevant documentation, photos, calibration certificates, programming files, and copied data will be provided to the Client via a file sharing program

- Once documentation is provided, Client is to provide written approval within a reasonable timeframe.

4. Description of Services: Scheduled Maintenance (for Solar Resource Assessment)

The inspections of the stations are completed [include weekly or bi-weekly]. The maintenance visits are required to clean, inspect, and level irradiance sensors, clean the soiling kit, check on general system conditions, visually inspect all meteorological sensors, and check and clean the power system.

The local SRA Inspection Technician will mobilize to the site, complete the maintenance activities, and complete a maintenance form, with photos. The form and photos are reviewed by a designated Project Manager who approves the recently completed work before the technician leaves the site. This documentation is then moved to the Cloud-hosted database where it can be accessed by the Client.

5. Description of Services: Scheduled Maintenance (for Solar Resource Monitoring)

The inspections of the stations are the sole responsibility of the site owner or contracted Operations and Maintenance organization.

Recommendations for the inspections and cleanings will be provided by NRG Systems.

6. Description of Services: Decommissioning

Once the data collection period is complete, a technician can mobilize to disassemble the station(s). A report documenting the station decommissioning will be provided to Client. The equipment will be prepared for storage or redeployment. The final shipping/storage location will be coordinated with the Client and is not included in the proposal.

Decommissioning includes:

- Daily meal and lodging allowance
- Decommissioning of the station
- Packaging of materials for shipping
- Documentation

7. Standby Fees

Delays directly attributable to the Client or inclement weather will result in a standby fee of \$285.00 per person per ½ day plus standard daily meal and lodging allowance.

8. Force Majeure

Seller will not be liable for delays in performance or any failure to perform the Services due to any cause beyond Seller's reasonable control including, but not limited to, government action, shortage or labor, raw material, production or transportation facilities, strike or labor difficulty involving employees of Seller or others, fire, flood, act of God, terrorism, tampering, hacking, civil unrest, war, riot, embargo, fuel or energy shortage, car shortage, wrecks or delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or for any delay due to the failure of any Buyer Provided Items. In the event of delay in performance due to any such cause, the date of performance of the Services will be extended by a period of time reasonably necessary to overcome the effect of such delay.

9. Limitation of Liability

In no event shall seller be liable to buyer for any special, indirect, incidental, or consequential damages arising out of, or as the result of, the sale, performance, or non-performance of the services or for any defects within any part thereof including, but not limited to, data security, data integrity, response times, or service availability, or for any charges or expenses of any nature incurred without seller's prior written consent, or any damage or loss or loss of use of property or equipment, lost profits, or other damages arising out of the use of or inability to use the data provided by the service, even if seller may have been negligent, or for any infringement of any third party intellectual property. In no event shall seller's liability under any claim made by buyer exceed the purchase price of the services in respect of which damages are claimed. The limited warranty provided in section 7 above does not extend to any services which have been affected as a result of accident, misuse, abuse, tampering, hacking, or as a result of modification by anyone other than seller or for the failure of any buyer provided items.

10. Choice of Law and Forum

The rights and remedies of the parties hereunder shall be governed by the laws of the State of Vermont without regard to the choice-of-law rules thereof, and the parties agree that jurisdiction and venue for any action arising out of or related to the sale, performance, non-performance, or defect of the Services shall be exclusively in state or federal courts located in Vermont.

11. Entire Agreement

These Terms and Conditions along with the applicable quotation contain the entire agreement between Seller and Buyer and constitute the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein.

12. Severability

In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

13. Warranty

Seller's warranties for Products ("Seller Standard Warranties") are set forth in Attachment A hereto and is incorporated into these Terms and Conditions. Any Products supplied by Seller but manufactured by others are warranted only to the extent of the manufacturer's warranty.

Solely with regard to any Services performed, Seller warrants that the Services will be performed in accordance with generally accepted professional standards. Except to the extent expressly provided otherwise in the applicable Statement of Work (including any applicable pass-through warranties available from Seller's subcontractor), the warranty period ("Warranty Period") shall be for a period of twelve (12) months from the date of Buyer acceptance, but no longer than fifteen (15) months from Seller's submission to Buyer of any applicable test or report, whichever comes first. During the Warranty Period, upon prompt written notice of nonconforming Service, Seller will re-perform the Services at no additional charge.

- a. All warranty work will be performed during normal working hours. If Buyer desires expedited warranty service, Buyer agrees to pay overtime for any warranty work performed outside of normal working hours.
- b. If Seller is unable or unwilling to reperform the Services, or if re-performance does not remedy the nonconformity, Seller and Buyer shall negotiate an adjustment in the price for the applicable nonconforming Services.
- c. Seller only warrants that the Services were performed in a professional manner. Seller makes no warranty or representation as to the condition of the apparatus or recommendation as to how Buyer should interpret or utilize any reports or other results generated from the Services.

SELLER'S STANDARD WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER'S STANDARD WARRANTIES DO NOT EXTEND TO ANY PRODUCTS WHICH HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF MODIFICATION BY ANYONE OTHER THAN SELLER OR AN AUTHORIZED SELLER REPRESENTATIVE.