

## **RENEWABLE ENERGY ADVISORY SERVICES SERVICE TERMS**

These Service Terms will govern Advisory Services (“Services”) performed by the UL Contracting Party (the “UL Contracting Party”, “we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). These Service Terms and the terms of the UL Japan Inc. Services Agreement (“JSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the JSA.

- 1. Advisory Services.** The UL Contracting Party will perform advisory, consulting, research, training, inspection, assessment and/or other professional advisory services (“Services”) in accordance with your instructions as described in a statement of work incorporated into the project proposal, quotation, or order acknowledgment (“Quotation”). In performing the Services, we shall use the degree of usual and customary skill and care ordinarily exercised by members of our profession under similar circumstances practicing in the same or similar locality.
- 2. Price and Schedule.** Our Quotation will establish the price and estimated schedule for our Services. The Quotation is subject to change at our discretion, upon reasonable notice to you, depending upon the requirements of the specific project. All Services performed on a time and materials basis will be billed each month for costs incurred to date according to our current rate schedule for the year in which work is performed. The price and payment schedule for Services shall be determined at the time Services are requested and shall be set forth in our Quotation. All expenses incurred in the performance of such Services will be billed at cost plus 20%.

Payments may be made by check, payable in US dollars and drawn on a US Bank or by wire transfer to:

Bank of America Account:	483065968089
Check/ACH routing number:	021000322
Domestic wire routing number:	026009593
International SWIFT CODE:	BOFAUS3N

Any changes in work, specifications, or level of effort determined necessary or desirable shall be set forth in a change order specifying the changes to be affected thereby and shall only be binding upon mutually written agreement.

- 3. Your Responsibilities.** As a prerequisite to UL Contracting Party’s delivery of Services or any portion thereof, you will: (a) fulfill your responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide us with reliable, accurate and complete information, as required; and (d) make timely decisions and obtain required management approvals (“Your Responsibilities”). We may be able to provide you with assistance in developing protocols that meet your needs, however in all cases you must review and approve the final requirements and/or protocols. We are only obligated to perform assessments to Your Requirements that are set forth in our Quotation. We reserve the right to accept or reject any request for Services. We will be entitled to rely on all your decisions and approvals made before and during the provision of Services. Unless specified in a Quotation, nothing in these terms will require us to evaluate, advise on, modify, confirm, or reject such decisions or approvals.

#### 4. Use of Materials –

4.1 Use of Materials. Any and all reports, documents, notes, information, materials, or data of any nature produced or prepared by us for delivery to you as a result of services (hereinafter “Deliverables”) are for your internal business use only, and should not be relied upon by any third party without the express authorization of us in an agreement signed by us and the parties concerned. Any other use of all or part of any Deliverables, including, without limitation: (i) reselling or offering as part of a service you provide to others; (ii) uploading to a publicly accessible website; or (iii) reproducing or distributing Deliverables in whole or in part in a published report is strictly prohibited without our express prior written authorization.

4.2 Intellectual Property. As used herein, the term “OUR IP” shall mean intellectual property and the rights thereto which are owned or controlled by us. OUR IP shall include, but is not limited to, any currently existing or later developed: trade secrets, patents, copyrights, derivative works, trademarks, trade names, logos, know-how, proprietary computer software, source and object code, databases, designs and specifications, methodology, statistical and atmospheric models and model outputs, processes, procedures and industrial property and proprietary right of every kind and nature. OUR IP shall also expressly include its proprietary windNavigator®, MesoMap®, and WindSurvey maps and mapping applications as well as any source code you have accessed. OUR IP shall remain the property of the us regardless of how it is designated. Furthermore, OUR IP shall include all conceptions, reductions to practice (actual and constructive), registrations, applications, renewals, extensions, revivals and resuscitation. These rights shall apply whether based on common law, United States law, International law or foreign law wherein we seek intellectual property protection. OUR IP is not available for publication without our specific written agreement.

4.3 Your License in Our IP. You shall have a non-exclusive royalty-free limited license to use OUR IP as it appears in the Deliverable solely in connection with the Services. We reserve the right to deny any use of OUR IP beyond the provisions of the Service Agreement. Any transfer of OUR IP by you to a third party without our express written consent shall be null and void and deemed a breach of your license and may subject you to damages and other remedies available under applicable law.

5. **Conditions for Accuracy and Usability of Measurement Results.** The services offered by UL Contracting Party require correctness of all project-relevant information material delivered by you (e.g. maps and geographical positions of measuring mast and/or wind turbines, technical data sheets and drawings, log books of turbine operation and settings). We shall rely upon the accuracy and completeness of any information, reports, surveys, instructions and data provided by you, or on its behalf (“Information”) to provide Services. If any your Information is incomplete or inaccurate, we will not be liable in any manner for any deficiencies in the Services. If, due to a low quality of data or project material, a higher expense for evaluation will be necessary, the arising extra cost and expenses will be charged after informing you and upon your written acceptance of such costs. If you not agree to bear the additional cost and expenses, the assessment will be done on the basis of the offered services using the delivered data, accepting possible restrictions in accuracy and usability of the results.

THE PARTIES ACKNOWLEDGE ANY METEOROLOGICAL AND ENERGY PRODUCTION ESTIMATES OR FORECASTS CREATED BY US ARE SUBJECT TO A DEGREE OF UNCERTAINTY RELATED TO THE DATA AND MODELS USED AND TO PROFESSIONAL INTERPRETATION. ERRORS OR DEVIATIONS FROM ACTUAL PERFORMANCE ARE TO BE EXPECTED. ALL ESTIMATES SHOULD BE USED IN A MANNER CONSISTENT WITH THEIR ERROR

CHARACTERISTICS. BY ACCEPTING THIS CONTRACT, YOU ACKNOWLEDGE AND AGREE THAT WE ACCEPT NO LIABILITY FOR DEVIATIONS IN THE ESTIMATES OR FORECASTS FROM ACTUAL PERFORMANCE.

- 6. On-Site Investigations.** At your request, we may perform on site services at your facilities, or at facilities of other parties. You agree that our representatives will have safe, secure, and free access to the facilities where the requested services will be performed. We will direct our representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by our representatives will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, we will not be responsible for the non-performance, and you may be charged for any actual expenses we incur including fees for services performed.
- 7. On-Site Project Management.** At your request, we may provide a dedicated on-site employee to manage and coordinate your services. UL Contracting Party, its employees, and agents will at all times be deemed independent contractors. Nothing will create an employee- employer relationship. UL Contracting Party will be solely responsible for the payment of all wages, fringe benefits, pension schemes, unemployment, and/or similar expenses and taxes associated with such on-site management.
- 8. Disclaimer.** Our Services do not express any representation or warranty of any kind. Our Services are limited to an assessment to Your Requirements at the time the Services are provided only. We do not guarantee, warranty or provide any assurance (express or implied) to you or any party that a positive assessment will result from our Services. You agree that we, in performing our Services do not assume or undertake to discharge any responsibility you may have to any other party and you are not thereby relieved of any contractual obligations or legal liabilities. You recognize that our opinions and findings represent our judgment given with due consideration to the necessary limitations of practical operation and agree that we do not warrant or guarantee our Services, opinions or findings will be recognized or accepted.
- 9. Warranties.** We shall pass through to you any manufacturer and supplier warranties applicable to equipment installed in performance of the Services. Unless otherwise agreed to by the parties, all materials furnished hereunder will be new. For a period of one (1) year from delivery of a Deliverable (the "Warranty Period") should any Services (i) be found to not conform to Your Requirements or (ii) be or become defective due to our negligence during the performance of the Services, and, if any such nonconformance or defect appears during the Warranty Period, we shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by you. We hereby disclaims all other warranties whether express or implied.
- 10. Acceptance.** You will accept Deliverables that conform to the requirements of the Quotation and notify us of any non-conformance of the Deliverables with such requirements (the "Non-conformance") within ten (10) business days of receipt. We will have a reasonable period of time, based upon the severity and complexity of the Non-conformance, to correct the Non-conformance. If you use the Deliverables before acceptance or fail to promptly notify us of any Non-conformance, then the Deliverables will be considered accepted by you.
- 11. Web Services.** We may provide you with certain website tools and related services, including the ability to order services and/ or data online through a website (collectively, the "Web Services"). The

Web Services are provided to you as a convenience and are provided on an “as is, as available” basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.

- 12. Subcontracting and Personnel.** We will be responsible for assigning and re-assigning our personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, you will not actively solicit the employment of our personnel involved directly with providing the Services to you. You agree that we may subcontract the Services to third parties. You authorize us to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. We will provide as a term of any such subcontract that the subcontractor shall meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
- 13. Acknowledgement.** Each party agrees to seek prior written approval for (i) all press release or marketing information naming the other party or using the other party’s or affiliate’s corporate logo; and (ii) when acknowledging the other party in any technical papers, articles, publications, maps, or announcements published or released to the public in any way connected with the Services performed under this agreement, regardless of whether such acknowledgement occurs during the term of this agreement or thereafter.
- 14. Insurance.** We shall maintain in force insurance with the following coverage during the performance of Services: (i) Employer’s Liability - \$1,000,000 each accident; (ii) Commercial General Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; (iii) Worker’s Compensation – required by applicable law; (iv) Automobile Liability – \$1,000,000 combined single limit; and (v) Professional Liability - \$2,000,000 aggregate. A memorandum of insurance indicating such coverage is currently in place is available to verify at any time at: <https://www.ul.com/customer-resources/contracts/ul-memorandum-of-insurance>.
- 15. Compliance.** Each Party shall meet and comply with all applicable regulations and laws governing safety and health in the workplace.
- 16. Site-Specific Safety Requirements.** You shall provide us with any site-specific health and safety requirements in a request for Services.
- Subsurface Conditions. Unless provided in Quotation, we will not perform an investigation to determine subsurface conditions. You shall provide us with any and all information with respect to the existence or possible existence of any subsurface utilities and/or underground infrastructure at the work site.
- Duty to Notify of Hazards. You warrant that you will provide us with any and all information known to or suspected by you with respect to the existence or possible existence at, on or under any work sites of any hazardous conditions, materials or pollutants. If unanticipated potentially hazardous conditions, materials or pollutants are encountered during the course of the work, regardless whether such conditions were known by you or not, and that in our sole opinion, poses a safety risk to us or our subcontractors, we shall have the right to suspend its work immediately. You, at your cost, shall resolve

all such safety risks prior to our resumption of work. You shall reimburse us for any down time or additional labor costs incurred as a result of such conditions.

Permits and Approvals. You shall be responsible for obtaining at its sole cost and expense all local, state and federal permits and approvals, including zoning, building and other regulatory permits as required, as well as permissions and easements from affected landowners, tenants and licensees as necessary for the performance of the Services. You shall provide written notice to us prior to mobilization that all necessary permits, approvals, easements and other permissions necessary to perform the Services have been received.

Access to the Project Site. You is responsible for (i) ensuring that we has suitable physical access to the project site by a typical four wheel drive vehicle; (ii) for any necessary improvements to and/or the creation of roads in order to establish such access; and (iii) all site access maintenance including, but not limited to, snow plowing and clearing of brush and downed trees. You, at its cost, shall also provide us with any escorts required by you for access to the project site.

On-Site Access. You is responsible for clearing trees, stumps, shrubs, brush, vegetation and debris from the project site as necessary for the performance of Services.

Special Terms and Conditions for Monitoring Station Installations. This only applies to the extent the Services include the installation of a Monitoring Station.

a. You, at your cost, shall provide personnel to receive, verify quantities, and unload all such materials and equipment into storage. Such personnel should immediately notify us if any materials or equipment appear damaged. You responsibilities for quantity verification and inspection shall be limited to verifying the number of packages corresponds with the shipping order and a visual inspection of the packages. You will not be responsible for opening each package and inspecting the contents.

b. Unless specifically provided for in Quotation, you work assumes the existence of normal soil conditions free of any subsurface utilities and underground infrastructure. Severe hard rock and other unanticipated soil conditions that lead to problematic anchoring issues or the discovery of unanticipated subsurface utilities or underground infrastructure fall outside normal soil conditions.

c. We shall have the right, in its sole and reasonable opinion, to suspend work temporarily should weather conditions present a safety issue to us, our subcontractor or any equipment. Unless specifically provided for in the Quotation, reasonable weather conditions are assumed. Weather conditions including, but not limited to, heavy snow, heavy rain, high winds, lightning, sleet, extreme temperatures, hail or fog fall outside the reasonable conditions assumed.

d. During the installation, a work site shall be accessible to us seven (7) days a week from a half (½) hour before sunrise until a half (½) hour after sunset.

e. You shall employ reasonable efforts to protect any equipment during the actual installation (not including unforeseen and unpreventable vandalism, damage or theft). Unless otherwise expressly provided for in the Quotation, such protection of the site and/or equipment does not include livestock/wildlife barriers, security fences or site security. Any fencing requirements must be outlined in the Quotation.

f. Upon significant completion of the monitoring station installation (defined as (i) the met tower being fully erect, plumb with all guy lines properly tensioned or (ii) the solar met station equipment

erected) the site will be deemed substantially complete. We will not be responsible for failure of any monitoring station equipment unless due to the our negligence or that of our subcontractor.

g. You will assume ownership of, and title to, all monitoring station equipment upon equipment leaving the factory. We will bring to your attention prior to installation any missing equipment or any obvious defects in the equipment shipped from the manufacturer and we will work with the manufacturer to replace such defective or missing equipment in a timely manner. In addition, we will bring to your attention any equipment that fails after installation and, if during the manufacturer's warranty period, we will work with the manufacturer to replace such equipment in a timely manner. We are not responsible for the defects or failure of any equipment unless due to negligence on our part in ordering or installation.