

CERE General Terms and Conditions for Services

These Terms of Service (the “TERMS”) shall apply to the proposal of **Certification Entity for Renewable Energies, S.L.** (“CERE” or “Consultant”) made to CERE’s client (the “Company”). Hereinafter, Company and CERE may be referred to individually as a “Party” or collectively as “Parties.”

1. **Services** - CERE has been authorized by Company to perform the work set forth in the attached proposal (“Services”) and the Parties have agreed to do so according to the terms and conditions set forth herein. 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.

2. **Payment and Commencement of Services** -The Company’s acceptance of the proposal is required prior to commencement of Services. An initial payment may be required as indicated in the proposal. All other payments shall be made within 30 days of issuance of invoice (“Due Date”). All Services performed on a time and materials basis will be billed each month for costs incurred to date according to UL’s 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. All expenses incurred in the performance of such Services will be billed at cost plus 20%.

Company will be responsible for all taxes, duties or imposts which may be levied by a governmental body (“Taxes”) other than taxes measured by a UL’s net income related to the Services. CERE may add such Taxes to invoices and collect them from Company. Company agrees to pay reasonable collection costs, including attorneys’ fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, CERE may deny or withdraw any services to Company.

All wire charges shall be paid by Company. Company shall pay a late fee of 1 % (12% per annum) or the maximum allowed by law on balances outstanding as of Due Date.

3. **Status as Independent Contractor; Standard of Care** – Both Company and CERE acknowledge and agree that CERE is an independent contractor and shall not act as or be an agent or employee of Company. CERE shall be solely responsible for complying with and paying any and all taxes applicable to its employee’s and contractor’s compensation under this AGREEMENT. UL’s relationship to Company as an independent contractor shall not prevent CERE from acting on Company’s behalf for the limited purpose of procuring materials and equipment related to the Services. In performing the Services, CERE shall use that degree of usual and customary skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality.

4. **Subcontracting** - Company agrees that CERE may subcontract Services to any of its affiliates or other third parties subject to UL’s requirements. CERE will provide as a term of any such subcontract that the subcontractor will meet UL’s current qualification requirements, including complying with UL’s confidentiality requirements. CERE will be responsible for any breach of this agreement by its subcontractors.

5. **Use of Materials** –

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

5.2 **Intellectual Property** – As used in this Agreement, the term “CERE IP” shall mean intellectual property and the rights thereto which are owned or controlled by UL. CERE 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. CERE IP shall remain the property of the CERE regardless of how it is designated. Furthermore, the CERE 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 CERE seeks intellectual property protection. CERE IP is not available for publication without UL’s specific written agreement.

CERE may identify CERE IP contained in any Work Product with such copyright, trademark, patent number(s), patent pending and/or any other proprietary notices it deems appropriate. The alternation, removal or obliteration of any of UL’s copyright, trademark, patent or other proprietary notices is strictly prohibited. The UL’s failure to display any copyright, trademark, patent or other proprietary notices on its Work Product shall not negate, minimize or otherwise eliminate any right that CERE possesses in such Intellectual Property.

5.3 **Company License in CERE Intellectual Property** – Company shall have a non-exclusive royalty-free limited license to use CERE IP as it appears in the Work Product solely in connection with the Services. CERE reserves the right to deny any use of UL’s IP beyond the provisions of

this Agreement. Any transfer of UL's IP by Company to a third party without the UL's express written consent shall be null and void and deemed a breach of Company's license and may subject Company to damages and other remedies available under applicable law.

6. **Reliance** - CERE shall rely upon the accuracy and completeness of any information, reports, surveys, instructions and data provided by Company, or on its behalf ("Company Information") to provide Services. If any Company Information is incomplete or inaccurate, CERE will not be liable in any manner for any deficiencies in the Services

7. **Confidentiality** - Except as provided below, each Party will not disclose the other Party's information obtained in confidence ("Confidential Information") to third parties and will treat the other Party's Confidential Information with the same degree of care it employs to protect its own Confidential Information and in no event less than a reasonable standard of care. Confidential Information will not include information: (a) already known to the receiving Party, (b) publicly available, (c) subsequently acquired by the receiving Party from other sources without a breach of this Agreement, (d) disclosure that is necessary to perform the Services, or (e) required to be produced by law or government order, or accreditation authority. CERE may disclose Company's Confidential Information to its affiliates, agents and subcontractors in connection with performing the Services. Each Party may disclose the other Party's Confidential Information when required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority or when required by any common law or statutory duty.

All data collected by or on behalf of Company as a result of Services will remain the property of Company, will be treated as Confidential Information and will not be used beyond the scope of this agreement unless expressly approved in writing by Company. Consultant may retain one copy of any Work Product for archival purposes and in the event of any future disclosure requirement under applicable law or legal process.

8. **Termination** - Company may terminate the Services with or without cause, by giving twenty (20) days prior written notice to UL. Upon receipt of a termination notice, CERE shall take immediate action to minimize all expenditures and use commercially reasonable efforts to cancel obligations incurred on behalf of Company. CERE shall be entitled to all compensation for any work completed, work in process, expenses incurred, and obligations not cancelable. No compensation will be paid to CERE for periods following the date of termination except as provided in this Section 8. CERE shall promptly deliver to Company all Work Products prepared in the performance of the Services, whether completed or in progress.

CERE may terminate the Services, suspend performance of the Services, or exercise such other remedies as may be available under this Agreement, at law and/or equity, in the event of: (i) breach by Company of any material provision of this Agreement which is not cured within twenty (20) days of written notice to Company, or (ii) if Company ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding, under any applicable bankruptcy statute of any state or country, relating to insolvency or the protection of rights of creditors. CERE may terminate the Services with or without cause, by giving thirty (30) days prior written notice to the Company. CERE shall be entitled to all compensation for any work completed, work in process, expenses incurred, and obligations not cancelable.

CERE shall not be deemed in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, actions or decrees of governmental bodies, civil disturbance, war, strikes or other labor disputes, natural disasters, or other forces beyond its reasonable control (a "Force Majeure Event"). In the event that CERE is unable to perform the Services because of a Force Majeure Event, CERE shall, as soon as practicable, give notice to the Company and shall use commercially reasonable efforts to resume performance as soon as possible. Such notice may be given verbally. Upon receipt of such notice, all of UL's obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Company may, by written notice, terminate this Agreement. All compensation for work completed, work in process and non-cancellable obligations prior to the Force Majeure Event will be paid by Company to UL.

9. **Limitation of Liability** - TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CERE AND CERE'S AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS AND EMPLOYEES TO THE COMPANY AND ANY THIRD-PARTY, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COSTS, RESULTING FROM OR IN ANY WAY RELATED TO THE SERVICES FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO CERE FOR THE SPECIFIC PORTION OF THE SERVICES RENDERED THAT DIRECTLY CAUSED THE HARM. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING.

ANY METEOROLOGICAL AND ENERGY PRODUCTION ESTIMATES OR FORECASTS CREATED BY CERE 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, COMPANY ACKNOWLEDGES AND AGREES THAT CERE ACCEPTS NO LIABILITY FOR DEVIATIONS IN THE ESTIMATES OR FORECASTS FROM ACTUAL PERFORMANCE.

CERE SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ANY OF THE

OBLIGATIONS HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO ALL CLAIMS, WHETHER UNDER THE LAW OF CONTRACT, EQUITY, TORT, STRICT LIABILITY, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE EXPIRATION OR OTHER TERMINATION OF THE SERVICES AS SET FORTH HEREIN.

10. Third Party Claims - CERE accepts no duty or responsibility, including in negligence, to any party other than Company and disclaims all liability of any nature whatsoever to any third party in respect of any Services or Work Product. Company will hold harmless and indemnify CERE and UL's affiliates, and their respective officers, directors, employees, agents, or subcontractors ("Indemnified Parties") against all claims made by any party for loss, damage, or expense arising out of this Agreement, including without limitation, the performance or non-performance of any Services. If an indemnified party becomes subject to a third party claim, it may defend itself at Company's expense with counsel of its own choosing. Nothing contained herein shall in any way benefit any other third party or accord any third party any rights or remedies.

11. Beneficiaries - Nothing contained herein shall in any way benefit any other third party or accord any third party any rights or remedies.

12. Assignment - Either Party may assign any of its rights or obligations under this Agreement by providing written notice to the other Party subject to the other Party's prior written authorization which shall not be unreasonably withheld or delayed. However, CERE may, upon written notice, assign UL's rights and obligations under this Agreement to any of its affiliates

13. Complete Agreement; Amendments; Notices - This Agreement may only be modified or supplemented in writing and as executed by the Parties. This Agreement and the proposal referenced above will constitute the complete and fully integrated understanding between the Parties with respect to the performance of Services. Under no circumstances will any preprinted, additional, or different terms or conditions on Company's requests for quotation, purchase orders, invoices, sales or marketing materials, or other business documents apply to any Services, modify a proposal or its statement of work or this Agreement or bind UL. Any notice given under this agreement shall also be in writing and sent by registered or certified mail, facsimile with confirmation receipt, e-mail, or delivered by a reputable overnight courier. Each Party represents its signatory is an authorized representative. Any notices required or permitted hereunder shall be deemed to have been sufficiently given to either Party if given to these signatories as described in this Section 13.

14. Severability - The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.

15. Dispute Resolution - All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral proceedings shall be held in English. The place of arbitration shall be Madrid, Spain.

16. Governing Law - This agreement shall be governed by, construed and enforced exclusively in accordance with the domestic laws of Spain, without giving effect to its principles of conflicts of laws.

17. Acknowledgement - Company shall seek prior written approval for (i) all press release or marketing information naming CERE or using the UL's or UL's affiliate's corporate logo; and (ii) when acknowledging CERE 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.

18. Insurance - CERE shall maintain in force insurance with the following coverage during the performance of Services: (i) Employer's Liability - USD 1,000,000 each accident; (ii) Commercial General Liability - USD 1,000,000 each occurrence, USD 2,000,000 aggregate; (iii) Worker's Compensation - required by applicable law; (iv) Automobile Liability - USD 1,000,000 combined single limit; and (v) Professional Liability - USD 2,000,000 aggregate. A memorandum of insurance indicating such coverage shall be delivered to Company upon request. Any such procured insurance covers shall not overrule the agreed on limitations and exclusions of liability.

19. Compliance with Export Control Laws - Company: (i) will not cause CERE to violate any export, trade or other economic sanction law; (ii) will promptly advise CERE if a project involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services rendered under this Agreement with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

20. Warranties - CERE shall pass through to Company 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.

CERE warrants that all work performed shall conform to the requirements of this Agreement. For a period of one (1) year from delivery of a Work Product (the "Warranty Period") should any work (i) be found to not conform to the requirements of this Agreement or (ii) be or become defective due to UL's negligence during the performance of the Services, and, if any such nonconformance or defect appears during the Warranty Period, CERE shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by the Company. CERE hereby disclaims all other warranties whether express or implied.

21. Compliance - Each Party shall meet and comply with all applicable regulations and laws governing safety and health in the workplace.

22. Company Obligations - Site-Specific Safety Requirements. Company shall provide CERE with any site-specific health and safety requirements in its request for Services.

Subsurface Conditions. Unless provided in the proposal, CERE will not perform an investigation to determine subsurface conditions. Company shall provide CERE 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 CERE of Hazards. Company covenants and warrants that it will provide CERE with any and all information known to or suspected by Company 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 Company or not, and that in UL's sole opinion, poses a safety risk to CERE or UL's subcontractors, CERE shall have the right to suspend its work immediately. Company, at its cost, shall resolve all such safety risks prior to UL's resumption of work. Company shall reimburse CERE for any down time or additional labor costs incurred as a result of such conditions.

Permits and Approvals. Company 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. Company shall provide written notice to CERE 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. Company is responsible for (i) ensuring that CERE 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. Company, at its cost, shall also provide CERE with any escorts required by Company for access to the project site.

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

23. Special Terms and Conditions for Monitoring Station Installations - This Section 23 only applies to the extent the Services include the installation of a Monitoring Station.

a. Company shall provide a weatherproof location within close proximity to the installation site for the storage of monitoring station equipment. Company, at its cost, shall provide personnel to receive, verify quantities, and unload all such materials and equipment into storage. Such personnel should immediately notify CERE if any materials or equipment appear damaged. Company 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. Company will not be responsible for opening each package and inspecting the contents.

b. Unless specifically provided for in CERE proposal, CERE 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. CERE shall have the right, in its sole and reasonable opinion, to suspend work temporarily should weather conditions present a safety issue to UL, UL's subcontractor or any equipment. Unless specifically provided for in CERE proposal, 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 CERE seven (7) days a week from a half (½) hour before sunrise until a half (½) hour after sunset.

e. CERE 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 UL's proposal, 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 statement of work or proposal documents.

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. CERE will not be responsible for failure of any monitoring station equipment unless due to the negligence of CERE or UL's subcontractor.

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

24. Counterparts and Execution - This Agreement may be signed in counterparts and/or delivered via facsimile or in pdf format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have read and consent to all terms of this agreement on the date and year first written above as evidenced by the signatures of their duly authorized representatives below.

CERE Services Spain S.L.

accepted for the Company

Signature:

Signature

Name:

Name: _____

Title:

Title: