

Decommissioning Plan

Vineyard Solar 1, LLC and Vineyard Solar 2, LLC have prepared this Decommissioning Plan (Plan) for the proposed solar photovoltaic facilities (Facilities) to be constructed on private property located on 757-780 Vineyard Road, Crown Point NY 12928. The Plan describes the process for decommissioning the Facilities in accordance with state requirements and the Town of Crown Point local laws.

Decommissioning of the facilities will be triggered at either the termination of the lease with the landowner or if the facilities cease to perform their originally intended function for more than 24 consecutive months. During decommissioning, Vineyard Solar 1, LLC and Vineyard Solar 2, LLC shall remove the collectors, plates, piping, mounts and associated equipment and facilities by no later than 150 days after the end of the twenty-four month period.

Facilities Description

The Facilities will consist of (2) 5,000 kilowatt (AC) capacity solar power-generating arrays secured within a 7ft fence, surrounding the solar panels and equipment, accessed through a locked gate located inside the property. The Facilities will include the following site features:

- PV Modules, inverter(s), and transformer (filled with biodegradable mineral oil)
- Combiner boxes and switchgear
- Concrete pad(s)
- Screw or driven piles and racking to support the PV modules
- DC and AC wiring
- Aboveground wooden utility poles and overhead wires
- A gravel access drive
- Exterior 7-foot security fencing
- A metal security gate at the entrance to the array area



Decommissioning Plan

The Facilities will be decommissioned by completing the following major steps: Dismantlement, Demolition, and Disposal or Recycle; and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facilities will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of.

Following coordination with National Grid regarding timing and required procedures for disconnecting the Facilities from the utility distribution network, all electrical connections to the system will be disconnected, and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework will be dismantled and recycled. The metal piles will be removed from their approximated depth of four feet and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled. Removal will also include all wire, bolts, and other metal objects.

Grade slabs will be broken and removed to a depth of two foot below grade, and clean concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site). The portion of the gravel access road created specifically for the project, namely that portion within the perimeter fence surrounding the PV modules, will be removed as well.

Aboveground utility poles owned by Vineyard Solar 1, LLC and Vineyard Solar 2, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facilities and will terminate at the utility-owned (National Grid) connections inside the property. The access road will remain in place and National Grid will be responsible for dismantling those overhead wires and poles under its ownership. Coordination with National Grid personnel will be conducted to facilitate National Grid removal of any poles and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facilities being removed.

Site Stabilization

The areas of the Facilities that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with a ground treatment approved by the Building Inspector.

Permitting Requirements

Given the size and location of the Facilities, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place in January 2024. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
State Pollutant Discharge Elimination System (SPDES) General Permit for Discharges from Construction Activity	New York State Department of Environmental Conservation (NYSDEC)	Ground disturbance of greater than 1 acre with discharge to wetlands or water bodies. Requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Building Permit	Town of Crown Point	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building.

The decommissioning process is estimated to take approximately six to eight (10-12) weeks and is intended to occur outside of the winter season.

Vineyard Solar 1, LLC

and

Vineyard Solar 2, LLC

DECOMMISSIONING SURETY PLAN

Consistent with the approach in other communities, Vineyard Solar 1, LLC and Vineyard Solar 2, LLC offer to provide decommissioning surety bonds to be posted prior to the commercial operation date, in the total amount of \$460,000 (\$230,000 for Vineyard Solar 1, LLC and \$230,000 for Vineyard Solar 2, LLC), for decommissioning of the solar systems in the unlikely event that the company is unable to meet its contractual obligations for solar project removal and restoration.

The decommissioning bonds, of which Vineyard Solar 1, LLC and Vineyard Solar 2, LLC will serve as the principal and the Town of Crown Point shall serve as the as the obligee, shall have a one-year term, starting at the commercial operation date, and be renewed every year for the life of the system. The Town shall have the right to draw on these bonds should it be made aware that the system has not produced energy and conveyed it to the electric grid for any period of 24 consecutive months or failed to comply with the conditions of the approval.

In developing the decommissioning surety bonds, the company utilized recent decommissioning cost estimates from similar Community Solar projects to propose a \$46,000 /MWac cost. The total estimated costs are based on a 2% inflation rate. These bonds will be renewed every year until which time the company's decommissioning obligations have been fulfilled.

The bond's start date shall be the first month following the commercial operation date of the facilities. Renewals will be conducted on an annual basis, one year from the bond's date of issuance.

Below is a summary of the analysis:

Vineyard Solar 1, LLC

Project Size (MW)	5
Decommissioning	\$230,000
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Total	\$230,000

Vineyard Solar 2, LLC

Project Size (MW)	5
Decommissioning	\$230,000
<hr/>	
Total	\$230,000

Vineyard Solar 1, LLC and Vineyard Solar 2, LLC agree that if the surety is not renewed or canceled it will forfeit its Certificate of Occupancy and right to continue to operate until a replacement surety has been posted.

Appendix 1

Sol Source Power has entered into a contractual agreement with a third-party entity to administer recycling services for projects upon the conclusion of the system's operational lifespan. In the event Sol Source Power does not retain long-term ownership or operational control of the solar projects, at the end-of-life of the system, arrangements will be made to engage a specialized entity to manage recycling services.



RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement (“**RSA**”) is entered into this 4th day of December, 2023 (“**Effective Date**”) by and between SOLARCYCLE, Inc., a Delaware corporation with its principal place of business located at 8000 Golder Ave., Odessa, TX 79764 (“**SOLARCYCLE**”), and Sol Source Power, LLC, a with its principal place of business located at 1 Washington Pl, Troy, NY 12180 (“**CUSTOMER**”) (separately a “**Party**” and jointly the “**Parties**”).

1. PURPOSE. SOLARCYCLE will serve as CUSTOMER's preferred, comprehensive end-to-end recycling service provider for end-of-life (“**EOL**”) solar products owned or controlled by CUSTOMER in the Territory for the duration of the Term, as further provided herein. For purposes of this RSA, EOL solar products (“**Products**”) means solar panels and related equipment and components that have reached the end of their present service life, including power electronics, batteries, racking, and other related hardware as agreed between SOLARCYCLE and CUSTOMER.

2. SERVICES. SOLARCYCLE will provide advanced recycling EOL services (“**Services**”) to CUSTOMER, and CUSTOMER agrees to accept such Services, on the terms and conditions set forth below:

2.1. Work Orders. CUSTOMER may initiate a Service transaction for Products to be serviced by SOLARCYCLE under this RSA by issuing a work order (“**WO**”) specifying the type and quantity of Products to be serviced, pick-up location, service fees, and expected Service completion date. SOLARCYCLE shall have ten (10) business days from issuance of a WO in which to accept the WO, unless the Parties agree otherwise in writing. Failure to timely accept a WO will be deemed a rejection of the WO. The Parties may utilize separate quotes and/or service orders for individual shipments of Products under a WO.

2.2. Transmission. WO's may be issued and accepted via email, web portal, or other electronic means and shall have the same force and effect as if issued and accepted in writing. WO's may only be accepted by company representatives authorized to do so and shall constitute a separate written agreement incorporating the terms and conditions of this RSA. In the event of any discrepancy between a WO and the RSA, the terms of the RSA shall govern.

2.3. Pick-Up. Upon acceptance of a WO by SOLARCYCLE and CUSTOMER, SOLARCYCLE or its designated carrier shall pick up the Products at the designated location and date and transport them to SOLARCYCLE's recycling facility, at SOLARCYCLE's expense. CUSTOMER shall be responsible for loading the Products onto SOLARCYCLE's or its designated carrier's vehicle pursuant to SOLARCYCLE's packaging instructions, unless the Parties agree otherwise in writing. Provided the Products conform to the WO and are properly packaged and loaded onto SOLARCYCLE's or its designated carrier's vehicle, title and risk of loss for the Products shall pass to SOLARCYCLE upon pick-up as provided herein.

2.4. EOL Services. Upon receipt of CUSTOMER's Products at SOLARCYCLE's recycling facility or other designated location, SOLARCYCLE will inventory and store the Products. Where there is a discrepancy between the types and quantities of Products set forth in and accepted WO and SOLARCYCLE's inventory of the Products at its facility, SOLARCYCLE's inventory shall govern. SOLARCYCLE will utilize its proprietary end-to-end recycling equipment and processes to recycle the Products and redeploy the extracted materials, including aluminum frames, solar glass, silicon, silver, and copper back into the solar or other secondary markets. For Products and components that may be repurposed and reused, SOLARCYCLE may, in its discretion, store, refurbish, reuse, resell or donate them into existing



and new markets and applications. For Products and components that cannot be recycled or reused, SOLARCYCLE will be responsible for disposing of them in accordance with industry standards and applicable law and regulations.

2.5. Traceability Reports and Estimates. Upon completion of SOLARCYCLE's Services as provided herein, SOLARCYCLE will provide periodic traceability reports to CUSTOMER for any Products serviced under this RSA, and will further provide appropriate certificates of recycling, reuse and/or destruction ("**Certificate**"), as applicable. CUSTOMER will provide monthly estimates, where possible, of the types, quantities and location of Products it plans to have serviced by SOLARCYCLE under this RSA.

3. PRODUCTS, SERVICE FEES AND PAYMENT TERMS.

3.1. Products, Service Fees and Payment Terms. The specific Products to be serviced, service fees and payment terms are set forth in Addendum A attached hereto and made a part hereof, unless otherwise agreed by the Parties in an accepted WO.

3.2. Invoices. Upon pick-up of the Products by SOLARCYCLE or its designated carrier from CUSTOMER's designated facility, SOLARCYCLE will promptly issue one or more invoices to CUSTOMER identifying the Products, quantities, service fees and payment terms.

4. TERRITORY. For purposes of this RSA, the applicable territory ("**Territory**") is the United States of America and Canada.

5. TERM AND TERMINATION.

5.1. Term. The term ("**Term**") of this RSA will be five (5) years from the Effective Date, unless earlier terminated under this section. The Parties may extend the Term year-to-year thereafter upon mutual written agreement.

5.2. Termination. A Party may terminate this RSA, without cause, upon sixty (60) days' written notice to the other Party. If either Party materially defaults in the performance of any of its duties or obligations under this Agreement, or is either unable or unwilling to do so, and does not cure such non-performance within thirty (30) days after being given written notice specifying the non-performance, then the performing Party may, by giving written notice thereof to the non-performing Party, terminate this RSA as of a date specified in such notice. Any termination of this RSA shall not affect any accrued rights, obligations, or liabilities of either Party, including fulfillment of any agreed-upon WO, nor shall it affect the coming into force or the continuance in force of any provision of this RSA that is expressly or by implication intended to come into or continue in force on or after such termination.

6. WARRANTIES AND REPRESENTATIONS.

6.1. General. Each Party warrants and represents that: (a) it has full power and authority to enter into and perform this RSA; (b) the person signing this RSA and related transactional documents on such Party's behalf has been duly authorized and empowered to enter into this RSA; and (c) the execution of this RSA by a Party, and the performance by such Party of its obligations and duties hereunder, do not



and will not violate any agreement or obligation to which such Party is a party or by which it is otherwise bound.

6.2. SOLARCYCLE. SOLARCYCLE warrants and represents that it shall be in compliance with all applicable local, state and federal laws, regulations, and licensing requirements in order to perform the Services under this RSA.

6.3. CUSTOMER. CUSTOMER warrants and represents that the Products conveyed to SOLARCYCLE under this RSA will conform to the agreed-upon WO, CUSTOMER has the right and authority to dispose of the Products in accordance with this RSA, and that upon delivery of Products to SOLARCYCLE as set forth in this RSA, CUSTOMER is conveying good title to the Products, free and clear of any encumbrances, liens or security interests.

7. INSURANCE. The Parties acknowledge and agree that, at all times relevant herein, they will each procure and maintain commercially reasonable and adequate insurance coverage, provided by an insurance carrier authorized to conduct business in the relevant region(s) with a minimum rating by A.M Best of A X-7 or better, in order to perform their respective obligations under this RSA, including, but not limited to: workers compensation insurance as required by law; employers liability insurance, comprehensive general liability insurance and automobile liability insurance (each carrying at least \$1,000,000 limits); and such other and further insurance as deemed necessary and required.

8. CONFIDENTIALITY.

8.1. Confidential Information means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation, or which the receiving Party should reasonably understand to be confidential under the circumstances. In particular, Confidential Information includes pricing and other commercial terms contained in this RSA, WO's, and invoices. Confidential Information may also include information disclosed to a disclosing Party by third parties. Confidential Information shall not, however, include any information which the receiving Party can demonstrate: (i) was publicly known or made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known or made generally available after disclosure by the disclosing Party to the receiving party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

8.2. Non-use and Non-disclosure. Each Party agrees not to use any Confidential Information of the other Party other than as is necessary for the performance of each Party's obligations under this RSA. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the receiving Party who are required to have the information as needed for the deliverables. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder. Notwithstanding the foregoing, if the receiving Party is required by law to disclose Confidential Information, the receiving Party may disclose such information to the extent required by law; provided, however, that the receiving Party gives the disclosing



party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

8.3. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

8.4. Other Nondisclosure Agreements. During the business relationship between the Parties, one or more nondisclosure agreements may have been entered into. In the event of an apparent conflict between or among provision(s) of this Agreement and any such nondisclosure agreement, the provisions shall be read in a mutually consistent way, or if no such reading is reasonably possible, the provision(s) that are most protective of Confidential Information shall take precedence over conflicting or less protective provision(s).

8.5. Injunctive Relief. Each Party agrees that its obligations as set forth in this RSA are necessary and reasonable in order to protect the other Party and its business. Each Party expressly agrees that due to the unique nature of the other Party's Confidential Information, monetary damages would be inadequate to compensate such other Party for any breach of its covenants and agreements set forth in this RSA. Accordingly, each of the Parties agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, such other Party shall be entitled to seek injunctive relief against the threatened breach of this RSA or the continuation of any such breach by the breaching Party, without the necessity of proving actual damages.

8.6. Press Releases and Marketing. Notwithstanding the confidentiality obligations set forth here, the Parties may, upon mutual written consent, issue joint press releases and coordinate marketing efforts in order to elevate the Parties' relationship and ESG benefits of solar recycling and reuse.

9. PROPRIETARY RIGHTS. SOLARCYCLE and CUSTOMER hereby acknowledge and agree that each Party retains its intellectual property and/or other proprietary rights in and to their respective products, processes, and other proprietary technical or business information, and no such rights are transferred, licensed or otherwise assigned under this RSA except as expressly provided herein. All rights not expressly granted hereunder are reserved by the Party owning such rights and there are no implied rights created under this RSA. Unless otherwise agreed in writing by the Parties, SOLARCYCLE will own all intellectual property or other proprietary rights, if any, derived through the performance of any Services under this RSA. Any exchange of proprietary information or know-how by either Party will be used solely for purposes of this RSA.

10. WARRANTY DISCLAIMER. ALL PRODUCTS PROVIDED BY CUSTOMER TO SOLARCYCLE WILL BE PROVIDED AS-IS AND WITHOUT WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS RSA, SOLARCYCLE WILL DEFEND AND INDEMNIFY CUSTOMER FOR ANY



LIABILITY INCURRED BY CUSTOMER RELATED TO THE RECYCLING AND/OR REUSE OF PRODUCTS COVERED UNDER THIS RSA. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. INDEMNIFICATION.

11.1. Mutual Indemnity. Each Party (as "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their respective employees, officers, directors, representatives, agents and subcontractors (as "Indemnified Party") from and against: (i) any liability or expense due to claims, demands, suit, debt, liability or costs, including reasonable attorney's fees (collectively, "Losses") for personal injury or damage to real or tangible personal property caused by the willful misconduct or negligent acts or omissions of the Indemnifying Party or its affiliates, or their respective employees, officers, directors, representatives, agents or subcontractors; (ii) any Losses arising from claims for compensation, salary or benefits asserted by any affiliate, or any employee, officer, director, representative, agent or subcontractor of the Indemnifying Party or any of its affiliates; and (iii) any Losses arising from third party claims based on breach of this Agreement by the Indemnifying Party or its affiliates, or any of their respective employees, officers, directors, representatives, agents and subcontractors.

11.2. Procedure. The indemnities set forth above are subject to the following conditions: (i) the Indemnified Party will provide written notice to Indemnifying Party within twenty (20) days after receiving notice of any third party claim, demand or other action; (ii) the Indemnifying Party will have the right at its own expense to control the defense or prosecution of the claim, demand or action and may contest or settle it on such terms as it may choose so long as representation and settlement is reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party may, at its own expense, participate with the Indemnifying Party in the defense of the claim, demand or action; (iv) the Indemnified Party will cooperate with the Indemnifying Party in the defense; and (v) the Indemnifying Party will not be responsible for any settlement made without its prior written consent, not to be unreasonably withheld.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY LIABILITY ARISING OUT OF ANY BREACH OF A PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS RSA AND/OR A PARTY'S FRAUD, INTENTIONAL MISREPRESENTATION, RECKLESSNESS, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS RSA HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THE COMPENSATION SET FORTH IN THIS RSA REFLECTS THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT THE OTHER PARTY WOULD NOT ENTER INTO THIS RSA WITHOUT THESE LIMITATIONS ON ITS LIABILITY. EACH PARTY AGREES THAT



THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. GENERAL

13.1. Successors and Assigns. All references in this RSA to the Parties will be deemed to include, as applicable, a reference to their respective successors and assigns, and the provisions of this RSA will be binding on and will inure to the benefit of the successors and assigns of the Parties.

13.2. Assignment. Neither Party may assign any of its rights or obligations under this RSA without the other Party's prior written consent; provided, however, that a Party may, without the other Party's consent, assign all of its right, title and interest under this RSA, or to any individual WO: (a) to an Affiliate or authorized contractor, operator or service provider of the assigning Party; (b) to a third party acquiror of the assigning Party (whether by stock purchase, merger or otherwise) or the assets and business of such Party; or (c) in connection with any financing or other financial arrangement to any person or entity whose creditworthiness is equal to or greater than that of such assigning Party; subject to (i) the assigning Party providing prompt written notice of any such assignment, and (ii) the assignee agreeing in writing to be bound by all of the terms and conditions of the assigned instruments. Any assignment hereunder shall not release or discharge the assigning Party from its obligations under this RSA. For purposes of this section, "Affiliate" means any corporation, partnership or other entity, which, at any time during the term of this RSA, directly or indirectly controls, is controlled by, or under common control with, the assigning Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities of such entity, or possession of the power to direct or cause the direction of the management or policies of such entity.

13.3. Notice. Any formal notice or other communication between the Parties will be in writing and will be given in person, by overnight courier, by electronic mail (e-mail), or by registered or certified mail, postage prepaid, return-receipt requested, to the respective Parties at the addresses set forth above.

13.4. Relationship of the Parties. Except as expressly provided herein, this RSA will not be deemed to create a partnership, agency, representation, employment or similar relationship between the Parties hereto. Neither Party is granted the right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.

13.5. Force Majeure. Excluding payment obligations, a Party will not be considered in default or be liable to the other Party for any delay in performance or nonperformance caused by circumstances beyond the reasonable control of such Party, including but not limited to acts of god, explosion, fire, flood, war (whether or not declared), pandemic, epidemic, accident, labor strike or labor disturbances at third parties, sabotage, order or decrees of any court, prohibitions on import or export or other actions of government authorities. The Party affected by a force majeure event will immediately give written notice to the other Party of the nature and likely duration (if it can be assessed) of the force majeure. Performance of this RSA will be suspended for the duration of the force majeure. Should the force majeure last for a period of longer than thirty (30) days, the Parties will meet and discuss appropriate remedial measures. The Party suffering a force majeure event will give notice of the cessation of the force majeure



as soon as performance of this RSA is no longer prevented. This section shall not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

13.6. Governing Law and Jurisdiction. The laws of the State of Delaware will govern all matters arising out of or related to this RSA. Exclusive jurisdiction and venue for any disputes, claims, actions or other proceedings arising out of or related to this RSA will be brought in any state or federal court of competent jurisdiction located within Delaware. The Parties consent to such jurisdiction and venue for any such disputes and waive any objection based on improper venue or forum non conveniens. The Parties agree to service of process by overnight or registered mail to the addresses set forth herein or by any other method authorized under Delaware law. The prevailing Party in any action or proceeding arising out of or related to this RSA will be entitled to an award of reasonable attorneys' fees and costs.

13.7. Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this RSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this RSA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.8. Severability. Whenever possible, each provision of this RSA will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this RSA is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision, and this RSA will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

13.9. Entire Agreement. Except as expressly provided herein, this RSA constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and other communications, whether oral or in writing, with respect to such subject matter. This RSA may be supplemented, amended, or modified only by mutual written agreement of the Parties.

13.10. Counterparts. This RSA may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. For purposes of this RSA, use of a facsimile, e-mail, or other electronic medium will have the same force and effect as an original signature.

(Signatures on following page.)



IN WITNESS WHEREOF, the Parties have caused this RSA to be executed by their duly authorized officers or representatives as of the Effective Date.

SOLARCYCLE, INC.

DocuSigned by:

Theodore Herhold

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By: _____

Name: Theodore Herhold

Title: Vice President & General Counsel

Date: 12/4/2023

CUSTOMER

By: _____

Name: Lindsey McEntire

Title: Chief Development Officer - Duly Authorized

Date: 11-27-2023