PRODUCT LEASE AND EVALUATION AGREEMENT
Research & Development

This **PRODUCT LEASE AND EVALUATION AGREEMENT** ("**Agreement**") is made and entered into by and between **SOUTHERN COMPANY SERVICES, INC.**, an Alabama corporation with offices at 600 18th Street North, Birmingham, Alabama 35203 (**"SCS"**), acting for itself and as agent for its Affiliate Georgia Power Company (collectively, **"Company"**), and **SMARTVILLE, INC.**, a Delaware corporation with offices at 2151 Las Palmas Drive, Suite D, Carlsbad CA 92011. (**"Supplier"**). Company and Supplier may be referred to herein individually as a **"Party"** and collectively as the **"Parties"**. This Agreement becomes effective on the date it is last signed below (**"Effective Date"**).

RECITALS

WHEREAS, Company intends to conduct a research project titled **"Georgia Power Second Life EV Battery Project"** (the **"Project"**), the objective of which is, among other things, to study the effectiveness of repurposed electric vehicle (**"EV"**) batteries in offsetting energy consumption and their impact on the grid;

WHEREAS, Supplier is engaged in the leasing of certain Products (as defined below) and the provision of certain Services (as defined below); and

WHEREAS, Company desires to lease or license certain Products and purchase certain Services from Supplier to facilitate the Project, and Supplier desires to lease or license certain Products and provide certain Services to Company to facilitate the Project, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

Except to the extent they are given a different definition in another exhibit or attachment ("**Contract Document**"), the following terms shall have the definitions given to them below when they appear in a Contract Document:

1.1 "Affiliate" means any entity or person controlling, controlled by, or under common control with SCS, whether present or future. SCS may be acting for itself and/or as agent for one or more Affiliates, as specified in the Authorization.

1.2 "Applicable Law" means all Permits, and all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any federal, state, local, administrative, regulatory, or other governmental body, authority or entity with jurisdiction over a Party, the Parties, the Product, the Services, and/or performance under the Agreement, whether now in effect or imposed or revised during the Term (including any judicial or administrative interpretation) that, in any manner, affect the Contract Documents, one or both of the Parties, the Product, the Services, or performance under the Contract Documents.

1.3 "Authorization" means the scope of work authorization attached hereto as **Exhibit A**.

1.4 "Company Data" means all Company or Affiliate data and other content input into, stored in, maintained in, or generated as output or reports from Products, or any such data or content otherwise provided to Supplier by Company, Affiliates, or a third party during the course of Supplier's provision of Products and/or Services, including, without limitation, system configurations, system needs, system history, the timing of energy or mechanical needs and capacity information, pricing and pricing structures, costs, business financial information, Company or Affiliate banking and account information, supplier lists and information, customer lists and information, business operations, and any other non-public information about Company or Affiliates.

1.5 "Contract Administrator" means the individual designated by each Party in the Authorization to be responsible for administering and coordinating all activities associated with the Authorization. Either Party may change its designated Contract Administrator by written notice to the other Party.

1.6 "Contract Price" means, collectively, the agreed upon purchase price, lease price, license fee, and any other fees paid for Products and Services purchased, leased, or licensed under this Agreement and any relevant Authorization, which will be stated and paid in United States dollars.

1.7 "Documentation" means the manuals, training materials, product literature, coding instructions, schematics, and drawings that describe or relate to the Products and their installation, use, operation, features, functionality, capabilities, and maintenance.

1.8 "Equipment" means all machines, equipment, hardware, materials, test gear, and all components thereof leased by Company from Supplier under this Agreement, as more particularly identified in the Authorization.

1.9 "Evaluation Data" means all data and information generated, procured, or collected by or for Company as part of its evaluation of the Product(s) and/or its conduct of the Project.

1.10 "Persons Indemnified" are Company, its Affiliates, the respective directors, officers, employees, representatives, agents, successors, and assigns of each of them, and all persons or entities claiming through them, and if the Authorization relates to any Company or Affiliate facility, location, or system co-owned by a third party, Persons Indemnified shall also include such third party and its directors, officers, employees, representatives, agents, successors, and assigns, and all persons or entities claiming through them.

1.11 "Products" means the Equipment and/or Software listed in the Authorization and provided by Supplier pursuant to this Agreement.

1.12 "Protected Information" means tangible or intangible non-public and/or proprietary business information and data that is owned by, controlled by, or in the possession of Company and/or Affiliates that is treated as confidential, proprietary, or otherwise not subject to public disclosure, including, without limitation, Company Data, technical, business, marketing, financial, operations, personnel and customer information, know-how, inventions, trade secrets, computer programs, databases, and network architecture. Protected Information also includes any documents, notes, or other materials that contain, reflect, or are generated from any Protected Information.

1.13 "Representative" means (i) Supplier, its affiliates (if any), and its subcontractors (if any); (ii) the officers, directors, employees (full time, part time, temporary or leased), representatives, members, managers, and agents of each of them; and (iii) all other persons or entities for whose conduct Supplier, any of its affiliates and any subcontractors are responsible in their performance under any of the Contract Documents.

1.14 "Services" means services attendant to the lease or license of Products under this Agreement, as more fully set forth in Section 5 (*Services*) and as specifically set forth in the Authorization. Services will be limited to installation, training, maintenance and support services requested by Company in connection with Company's lease or license of Products from Supplier, including the expertise, advice, guidance, recommendations, labor, supervision, deliverables, and materials necessary for Supplier to complete or provide the work and Project(s) described in this Agreement.

1.15 "Software" means the software programs listed in the Authorization, delivered to Company in the specified machine-readable language and on media or by electronic transfer acceptable to Company, including, without limitation, object code, source code, Documentation and all additions, modifications, improvements, upgrades, extensions, enhancements, corrections and revisions developed for such Software.

1.16 "Specifications" means (i) the Documentation; (ii) functionality and performance requirements for the Software as indicated in the Authorization or required by Company; and (iii) any functionality and performance characteristics of the Software described in a proposal.

1.17 "Work Product" means all works, works of authorship, enhancements, materials, software interfaces, data, documentation, drawings, specifications, reports, methods, apparatus, systems, and the like (including any derivative works of each of the foregoing) prepared, developed, created, conceived, or delivered as part of or in connection with the provision of the Services or Company's use of the Equipment.

1.18 "Work Site" or **"Host Site"** means the physical locations and any computer, electronic, network, internet, intranet, or virtual locations, sites, systems, and applications (owned or controlled by Company or a third party) that may be accessed by Supplier or Representatives to perform the Services or install or commission the Product.

2. THE AGREEMENT

2.1 Scope of Agreement. In exchange for the Contract Price, Supplier will furnish, lease, and/or license the Products and provide the Services as described in the Authorization attached hereto as **Exhibit A**. Company, its Affiliates, their respective contractors, and each of their respective employees and representatives may use and evaluate the Products during the Term for purposes of the Project.

2.2 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated or canceled in accordance with this Agreement, will expire the earlier of (a) September 30, 2024 or (b) the completion of the Project (**"Term"**).

2.3 Changes. Any changes to the Products or Services will be mutually agreed upon by the Parties and set forth in an amendment to this Agreement that is signed by each Party's authorized signatory.

2.4 Independent Contractor. Nothing in this Agreement will constitute Supplier as an employee, agent, or representative of Company for any purpose. Supplier is an independent contractor and has no authority to bind Company by any representation, statement, agreement, or in any manner whatsoever, without the separate prior written consent of Company. Supplier is liable for acts or omissions of all Representatives and Representatives' compliance with the Agreement's provisions.

3. PRODUCT ACQUISITION

3.1 Supplier Acquisition Documents. By executing this Agreement, Supplier represents and warrants, to the extent applicable: (a) that Supplier has informed Company of the identity of the original equipment manufacturer (**"OEM"**) and/or the seller (**"Seller"**) of the Product; (b) that Company may have rights under any applicable documents relating to Supplier's acquisition of the Product; and (c) that Supplier will notify Company of any such rights and provide Company with all information relating to or describing such rights. Supplier must comply with all requirements detailed in an invoice from an OEM or Seller regarding Supplier's acquisition of the Product and must pay Seller within thirty (30) days of its acquisition of the Product. Company reserves all rights against OEM or Seller after Company has accepted Product in accordance with the *Acceptance Test* section below.

3.2 Delivery and Installation. Supplier will deliver Products, at its risk and expense, to the delivery address and by the date specified by Company in the Authorization. Products will not be deemed to be "delivered" unless and until all items described in the Authorization are delivered as required therein. The Authorization will identify the Party responsible for installation of the Products. If Supplier is responsible for installation, it will begin installation in accordance with the Authorization and upon completion of installation, will certify to Company in writing that the Product is installed and ready to undergo the Acceptance Test, as provided in *Acceptance Test* section below. If Company is responsible for installation of the Product, upon completion of installation, it will notify Supplier in writing of the Installation Date (as defined below) and that the Product is ready for the Acceptance Test. For purpose of clarity, delivery of Software via electronic delivery or direct download does not constitute acceptance by Company.

3.3 Damages. Company will inspect Products prior to installation, and will promptly notify Supplier of any damaged or defective items. Supplier will fix any order discrepancies and/or replace any damaged or defective Products as soon as practicable, but in no event later than ten (10) business days of receiving notice of such discrepancies or damages from Company.

3.4 Acceptance Test. Commencing on the date a Product is installed, whether by Company or Supplier, (**"Installation Date"**), Company will have a thirty (30) day acceptance test period during which it may accept or reject the Product. Company may terminate this Agreement or the Authorization with no liability whatsoever to Supplier (i) if the Product does not consistently demonstrate the functionality described in the Documentation to Company's satisfaction; (ii) if in the sole discretion of Company, the Product may adversely impact Company's operating environment; or (iii) the functionality contained in the Product does not execute in accordance with the performance criteria set forth in the Documentation. During the acceptance test period, Supplier will correct any errors in the Product or Documentation identified by Company (**"Correction Period"**). The Correction Period will not accrue towards the thirty (30) day acceptance test period. If, within ten (10) days following the expiration of the acceptance test period, Supplier has not, to the satisfaction of the Company, corrected the errors and Company rejects the Product, Company may, at its option: (a) grant Supplier an extension of time to make corrections, without prejudice to any other of Company's rights or (b) immediately terminate this Agreement without penalty on written notice to Supplier, in which case Company will be under no further obligation to Supplier. In the event of Company's termination as provided for in this *Acceptance Test* section, Company will make the Product available to Supplier

for removal at a mutually agreeable time within ten (10) days after such termination, and Supplier, at its risk and expense, will remove the Product from the Work Site. Upon Company's rejection of the Product, Supplier will immediately refund to Company all fees, charges, and expenses paid by Company to Supplier under this Agreement, without prejudice to Company's right to pursue all other remedies available under this Agreement or under Applicable Law.

3.5 Use and Evaluation. Supplier grants Company and its Affiliates (and their respective contractors and other third parties performing work or other activities in support of the Project) the right to use and evaluate the Product for its own business purposes (including for purposes of the Project) and in the course of providing business services to Affiliates and other specified third parties, in accordance with the terms and conditions of this Agreement.

4. SOFTWARE LICENSE

4.1 License. Supplier hereby grants to Company and its Affiliates an enterprise wide, perpetual, fully-paid, worldwide, non-exclusive, sublicensable (only to Company's contractors and other third parties performing work or other activities in support of the Project) and non-transferable (except as otherwise provided in this Agreement) license to install, execute, and use the Software and Documentation for its own business purposes (including for purposes of the Project) and in the course of providing business services to Affiliates and other specified third parties, in accordance with the terms and conditions of this Agreement. The foregoing license will expire upon the return of the Products to Supplier.

4.2 Reproduction. Company may reproduce, in whole or in part, the Software and Documentation, regardless of whether the same may be copyrighted or otherwise protected as Supplier's Protected Information; provided, however, that such reproductions are subject to the same restrictions on use and disclosure as are set forth in this Agreement with respect to the applicable Software and Documentation. All such reproductions will include any copyright or proprietary labels, legends, or notices placed upon or included in the Software and Documentation by Supplier. In addition, Company may copy the Software as necessary for use, testing, development, training, archival, maintenance, disaster recovery testing, temporary load balancing and back-up purposes. Company will have the right to install backup copies of the Software on secondary machines of Company or third parties for disaster recovery purposes. Backup copies of the Software installed on such secondary machines may be operating at all times in a "hot standby" mode. Company may use and operate the Software from the backup machines any time and for so long as Company experiences any impairment in its ability to access or otherwise fully utilize the Software from Company's primary machines. Company's use of backup copies of the Software is subject to the terms and conditions of this Agreement.

4.3 Modification. Company may modify the Software or merge it into other program materials to form a modified or updated work provided that any copyright or proprietary labels, legends, or notices are included in or placed upon any such modified or updated work. Company will keep accurate records of modifications. Company owns and may modify at any time all data and other information of any kind input into the Software, including information incorporating, based upon, or derived from Company's use of the Software or Equipment.

4.4 Restrictions. Unless otherwise authorized in this Agreement, Company agrees not to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to determine source code or protocols from the Software; (ii) lease, rent, or sublicense the Software to any third-party; or (iii) create or attempt to create any derivative works from the Software.

5. SERVICES

5.1 Support Services. Throughout the Term of this Agreement, Supplier will provide support and maintenance services for the Products as listed below consistent with the service levels set forth in **Exhibit B**, as well as provide any other services that Supplier furnishes to users of products similar to the Products (collectively, **"Support Services"**).

- Onsite, telephone, and email consultation relative to the use and troubleshooting of the Products;
- Delivery of direct notice to Company of the existence of coding errors, bugs, and other problems (collectively, **"Errors"**) in the Products promptly after the same first becomes known to Supplier;
- Prompt correction of any Errors brought to Supplier's attention by Company or any other source;

- Delivery to Company and support of any and all fixes, corrections, and changes, including, without limitation, those relating to program code and Documentation, reflecting corrective action taken by or on behalf of Supplier (collectively, **"Corrections"**);
- Delivery to Company and support of any and all new releases, updates, upgrades, versions, replacements, or enhancements to or of the Products (collectively, **"Updates"**); and
- Onsite, telephone, and email consultation relative to the installation and use of corrected Products and Updates.

A. Updates and End of Support Transition. Supplier will provide Updates to Company, at no additional cost, as soon as they first become available for distribution. Company, at its option, may reject any Updates that may adversely affect Company's use of the Products or result in added cost to Company. Supplier will continue to support and maintain each Product, and each Update thereto, throughout the Term of this Agreement. To the extent feasible, Company will have the right to install any Updates using its own resources or a third party. Supplier must notify Company at least six (6) months prior to the effective date of any End of Life or End of Support for the Products and their respective Updates. In the event Supplier gives such notice of "end of life" or "end of support" during the Term of the Agreement, Supplier will provide to Company for any of the following, at Company's election: (i) transition to an alternative Product by Supplier pursuant to the terms and conditions of a mutually agreeable amendment to this Agreement; (ii) reasonable assistance transitioning to a successor provider consistent with this Agreement; or (iii) termination of the Agreement and granting of applicable licenses.

B. Availability. Supplier will provide Company with a point of contact to enable Company to notify Supplier of the need for Support Services. The point of contact for Support Services will be available to respond to requests for Support Services during the hours of 8:00 AM to 5:00 PM (ET), Monday through Friday, excluding federal holidays.

C. Delivery. Supplier may provide Support Services by electronic transmission or by sending Company a compact disc, diskette, or other suitable media containing each Correction or Update along with accompanying written instructions for implementation and then-current applicable Documentation. Notwithstanding the foregoing, if the Support Services require the presence of Supplier's specialist at the installation site, Supplier will provide such onsite Support Services at no additional charge to Company. The provision of Support Services by electronic transmission will not relieve Supplier of its obligation to provide Support Services by telephone or as otherwise required under this Agreement.

D. Cooperation by Company. Company agrees to provide Supplier with available test runs and other data that might assist Supplier in the location and correction of Errors reported by Company. Company will provide Supplier with reasonable assistance in connection with Supplier's performance of Support Services under this Agreement.

E. Service Levels. After receipt of a request for Support Services, Supplier will promptly perform Support Services and will resolve problems reported by Company in accordance with applicable service levels as set forth in **Exhibit B**.

5.2 Training. If requested, Supplier will provide qualified Representatives who are completely familiar with the functionality and performance of the Products to train an adequate number of Company employees, contractors, or representatives in the operation and management of the Products to allow Company to make optimum use thereof. Supplier will perform such training at no additional cost to Company and such training will take place at a mutually agreeable date and location.

6. PROPRIETARY INTERESTS

6.1 Products. This is an agreement to lease the Equipment and license the Software. Accordingly, Company will have no equity or property interest in the Products other than the rights acquired by Company under this Agreement as a lessee or licensee.

6.2 Tax Benefits. Supplier intends and Company agrees that, as between the Parties, Supplier is entitled to all of the federal and state tax benefits associated with the ownership of the Products, including, but not limited to, accelerated cost recovery deductions under sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended, and accelerated depreciation deductions under Applicable Law.

6.3 Work Product. All Work Product, if any, is "work made for hire" under Applicable Law. Company will have exclusive title and ownership rights, including all intellectual property rights, in all Work Product. To the extent that exclusive title and/or ownership rights may not originally vest in Company as contemplated in this Agreement, Supplier hereby irrevocably assigns all right, title, and interest, including any intellectual property and ownership rights, in the Work Product to Company and will cause Representatives to irrevocably assign to Company all such rights in the Work Product. Supplier will, and will cause Representatives to, give Company all reasonable assistance and execute all documents necessary to assist with enabling Company to prosecute, perfect, register, or record its rights in any Work Product.

6.4 Data. Company and its Affiliates shall retain all right, title, and interest in and to all Company Data and Evaluation Data.

7. WARRANTIES

7.1 General Representations. Each Party represents and warrants to the other that as of the Effective Date of this Agreement: (i) it is a corporation or other business entity duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation; (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement; (iii) the person signing on its behalf is authorized to execute this Agreement; (iv) as to Supplier only, it is duly qualified to do business in and is in good standing with the officials of the state(s) in which the Services will be performed; and (v) no action, suit, or proceeding is pending or, to the best of its knowledge, threatened, that could have a material adverse effect on its ability to perform under this Agreement or on its operations, business, properties, assets, or financial condition.

7.2 Warranty of Authority. Supplier represents and warrants that it owns the Products and that it has an absolute right to sell, lease, license, or otherwise allow Company to use the Products in accordance with the provisions of this Agreement or that it has obtained such rights as necessary to allow Company to utilize the Products in accordance with the provisions of this Agreement. Supplier further represents and warrants that it has executed all necessary agreements with applicable third parties, including software publishers, third-party component suppliers, and any other third parties whatsoever, to perform Supplier's obligations set forth in this Agreement.

7.3 Equipment. Supplier warrants that during the Term the Equipment will be free of defects in materials and workmanship and will conform to and perform in accordance with all Documentation and Specifications. Supplier will correct any defects and nonconformities and place or maintain the Equipment in compliance with the Documentation and Specifications at no charge to Company. If Supplier is unable to repair any defective or nonconforming Equipment, Supplier will promptly replace such Equipment without charge to Company. All replacement Equipment must be new and comply with the requirements of this warranty provision. Company will notify Supplier in writing of any failure of Equipment to comply with this Equipment warranty section, and Supplier must make the necessary adjustment, repair, or replacement to remedy the failure within ten (10) days of its receipt of such notice. Supplier must pay shipping charges to and from Supplier's repair facility for any Equipment repair or replacement.

7.4 Software. Supplier warrants that during the Term the Software will conform to and perform in accordance with the Specifications and that the media on which the Software is provided is substantially free from defects in material and workmanship. Supplier, at no additional charge, will provide Support Services and any and all other Services necessary to correct any Errors and place or maintain the Software in compliance with the Specifications. If Supplier is unable to correct any Errors, Supplier will promptly replace Software without charge to Company. All replacement Software must comply with the requirements of this warranty provision. If Supplier cannot replace Software with equivalent functioning solution, then Supplier will promptly refund all fees and Company may promptly terminate this Agreement without penalty.

7.5 Quiet Enjoyment. Supplier represents and warrants that the Products are not subject to any lien, claim, or encumbrance inconsistent with the lease and license rights granted in this Agreement and that Company may possess and use the Products during the Term without any interruption by Supplier or any party claiming by or through Supplier, provided that Company performs its obligations under this Agreement.

7.6 No Harmful Code. Supplier warrants that all Products do not and will not contain, at the time delivered by Supplier to Company, any program routine, device, malware, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm the deliverables or Company's

hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Company (collectively, **"Harmful Code"**). If Supplier incorporates into the Products programs or code supplied by third parties, Supplier must obtain comparable warranties from such third parties or Supplier must take appropriate action to ensure that such programs or code are free of Harmful Code. Notwithstanding any other limitations in this Agreement, Supplier agrees to notify Company immediately upon discovery of any Harmful Code that is or may be included in Products and, if Harmful Code is discovered or reasonably suspected to be present in the Products, Supplier agrees to take action immediately, at its own expense, to identify and eradicate (or to equip Company to identify and eradicate) such Harmful Code and carry out any recovery necessary to remedy any impact of such Harmful Code.

7.7 No Disabling Procedures. Supplier warrants that Products do not include or contain any disabling code, timer, clock, counter or other limiting design or routine that causes the Software to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was designed and leased or licensed pursuant to this Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor.

7.8 Software Security. Supplier warrants that it will periodically assess, but no less than once per year, the Software code to determine the existence of any Software vulnerabilities therein. If Supplier determines the existence of a vulnerability or Company notifies Supplier thereof, Supplier will, as a part of the Support Services, promptly make available to Company a Correction designed to render the Software free from the vulnerability.

7.9 No Serial Number or Processor Specific Restrictions. Supplier warrants that Products do not include or contain any limiting design or routine that causes the Software to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement solely because the Software has been installed on or moved to Equipment that has a serial number, model number, or other identification different from that on which the Software originally was installed; provided, however, that this provision does not permit Company to install or use the Software in any manner other than as specified in this Agreement.

7.10 Processing of Date and Time Data. Supplier warrants that Products will accurately process, provide, and/or receive date data including, without limitation, multi-century and leap year date information and calculations and time information and calculations associated with changes to and from daylight saving time in accordance with the Uniform Time Act of 1966, 15 U.S.C.A. §260(a) (1994), as amended.

7.11 No Infringement. Supplier represents and warrants that (i) the Products, and Company's use thereof, and (ii) the Services, and Company's receipt thereof, in each case will not infringe any U.S. or foreign patent or copyright, misappropriate any trade secret or any other proprietary right of any third party, and Supplier has obtained, and will obtain, all rights and licenses required from third parties (including any rights attendant to post-employment restraints) to provide the Products and Services and otherwise perform its obligations under this Agreement.

7.12 Open Source Software. Supplier warrants that it has not and will not incorporate any open source software components (**"Open Source Software"**) in the Products without first obtaining Company's written approval, which may be withheld in Company's sole discretion. In the event that Company approves the incorporation of Open Source Software in the Products, Supplier must provide Company with a written list of each Open Source Software component utilized, including a copy of the applicable version of the GPL.

7.13 Pass Through Rights. Supplier represents and warrants that all rights (including warranties and indemnification rights) obtained by Supplier from any third party, including original equipment manufacturers, on Products may be and hereby are assigned and passed through to Company, at no additional charge to Company.

7.14 Warranty Claims. During the Term, Supplier will perform or facilitate the repair or replacement of any Product found to be in nonconformance with the relevant warranty (whether third party or otherwise) during the applicable warranty period. If requested by Company, Supplier will serve as the primary point of contact with the original equipment manufacturer or software licensor and will provide reasonable assistance to Company in pursuing warranty claims.

7.15 Services Warranty. Supplier represents and warrants that it is not precluded from performing Services by any employment agreement, or otherwise, and agrees to defend and hold harmless Company for Claims that may arise out of any such contentions. Supplier warrants that all Services performed under this Agreement will be performed in a competent manner by properly trained and experienced Representatives, and that all software, equipment, materials, and supplies used in connection with the performance of such Services will be of first-rate

quality. Supplier further warrants and represents that it is experienced and properly qualified to perform the Services and that it will perform the Services in a timely, professional, skillful, and competent manner, according to: (i) generally accepted industry standards and codes (now in effect or that become effective during this Agreement's term); (ii) the requirements of this Agreement; and (iii) applicable law and regulations. Supplier further warrants that Reports will be timely, accurate, and in conformance with all relevant professional standards. Supplier further warrants and represents that it will promptly correct without expense to Company all Services that do not conform to this Services warranty, are not completed to the reasonable satisfaction of Company, or that do not meet the performance standards established in this Agreement or the Authorization. Supplier represents and warrants that it will correct defective Services upon written notice thereof anytime such defects appear during the Term.

8. PAYMENT AND INVOICES

8.1 Contract Price. Supplier will lease or license Products to Company at the Contract Price set forth in the Authorization. Supplier will provide all Services during the Term, or until Company ceases to use the Product, whichever occurs first. Supplier will provide all Services as part of and included in the one-time fee(s) set forth in the Authorization for all Services associated with the related Product. There are no other fees or recurring fees applicable to the Services.

8.2 Invoices. Supplier must submit to Company properly substantiated invoices as required in the applicable Authorization. All invoices must reference the agreement number assigned to this Agreement and the applicable purchase order number (if any) and must be delivered to the invoicing address set forth in the purchase order with a copy to Redacted Company must receive invoices no later than ninety (90) days after the completion of the applicable payment milestone. Supplier agrees to use Company's then-current invoice processing system as an automated means by which Supplier will submit all invoices to Company. If the invoice processing system is provided by a third party, Supplier agrees to reasonably cooperate with such third party in the implementation and setup of Supplier's account for use in submitting invoices to Company. Supplier further agrees to provide Company with information necessary to enable and subsequently accept payment electronically if requested by Company.

8.3 Payment. Unless otherwise specified in the Authorization, Company will pay all undisputed amounts within forty-five (45) days after receipt of an accurate invoice, provided Company has accepted the Products and Services and Supplier is in compliance with the provisions of this Agreement.

8.4 Taxes. The Contract Price, unless otherwise expressly stated, includes all taxes and duties of any kind that Supplier is required to pay with respect to the Products and/or Services, excluding taxes based upon Supplier's net income. Supplier must list separately on each invoice any tax collectible by Supplier at the time of the sale that is lawfully applicable to any Products and/or Services payable by Company and not subject to exemption or resale certificate. Taxes are not subject to any "mark up" of any kind.

9. PROTECTED INFORMATION

9.1 Treatment of Protected Information. Supplier agrees to hold confidential, refrain from unauthorized storage and disclosure of, and to exercise reasonable efforts (including implementing and maintaining reasonable administrative and organizational measures to protect, through both physical and technical safeguards, against the unauthorized access or unlawful use of data), consistent with the efforts Supplier exercises to protect information of its own that it regards as confidential (but in no case less than a reasonable standard of care) to keep in confidence and not disclose to unauthorized persons any Protected Information. Supplier is authorized to disclose Protected Information only to Representatives who have a need to know consistent with Supplier's rights and obligations under this Agreement; provided, however, any such Representative must be under contractual or other written obligation to maintain the confidentiality of any Protected Information disclosed to it. Supplier will only use Protected Information in connection with its performance of this Agreement or as expressly authorized by this Agreement.

9.2 Exceptions. The following information will not be considered Protected Information: (i) information legally obtained without restriction from a third-party that is not under any obligation of confidentiality with respect to such information; (ii) information publicly available other than through fault or negligence of Supplier; and (iii) information developed or reverse engineered by or for Supplier independently of and without use of Protected Information.

For the purpose of the foregoing exceptions, disclosures that are specific (e.g., as to engineering and design practices and techniques, products, software, hardware, mechanics, operating parameters, etc.) will not be deemed

to be within the foregoing exceptions merely because they are embraced by general disclosures that are in the public domain or in the possession of Supplier. In addition, any combination of features will not be deemed to be within the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of Supplier, but only if the combination itself and its principle of operation are in the public domain or in the possession of Supplier. In order to preserve secrecy of the information and materials in this Agreement, the Parties agree not to disclose the terms of this Agreement to third parties.

9.3 Legally Required Disclosures. Unless prohibited by applicable law, Supplier will (i) immediately notify Company in writing of any legal process served on Supplier or Representatives for the purpose of obtaining Protected Information and (ii) permit Company adequate time and control to exercise its legal options to prohibit or limit disclosure. If any disclosure is required, Supplier or Representatives must furnish only that portion of Protected Information that is legally required and must exercise its best efforts to obtain a reliable assurance that confidential treatment will be accorded Protected Information that is disclosed.

9.4 Unauthorized Disclosure. Supplier will establish and maintain policies and procedures designed to ensure that Supplier and Representatives maintain the confidentiality, integrity, and security of Protected Information. Supplier will notify Company, and no other, in writing immediately upon the discovery of an actual or reasonably suspected loss, unauthorized disclosure, or unauthorized use of Protected Information. Supplier will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Protected Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future similar unauthorized uses or disclosures from occurring. Supplier will fully cooperate with Company to investigate and resolve any data privacy or security issues involving Protected Information, including any security breach and/or notifications related thereto. Supplier will be responsible for all costs, both internal and external, related to or arising from any security breach or reasonably suspected security breach, including investigation of the security breach, providing notification to all individuals affected by the security breach and state regulators, as applicable, and the recovery of Protected Information, if applicable. The provision and timing of such notifications, if any, including the content, will be solely at the discretion and direction of Company.

9.5 Term of Protected Information. Supplier's obligation to treat Protected Information confidentially will survive for a period of three (3) years from the termination or expiration of this Agreement, and, with regard to trade secrets, for so long as such items remain trade secrets under applicable law.

10. TERMINATION

10.1 Termination by Company. Company may terminate this Agreement as follows:

A. for any reason thirty (30) or more days prior to shipment of the applicable Products at no charge to Company;

B. at any time for cause (a "**Termination for Cause**") if Company, in its sole discretion, determines that any of the following events of default has occurred (each, a "**Termination Event**"): (i) Supplier fails to perform its obligations under the Agreement to the reasonable satisfaction of Company (including a breach of this Agreement) and fails to cure within thirty (30) days of receipt of Company's written notice thereof; (ii) the entering into or filing by Supplier of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of Supplier, a composition with or assignment for the benefit of its creditors, a readjustment of debt or the dissolution or liquidation of Supplier; or (iii) Company determines that Supplier lacks the financial stability that Company deems appropriate under this Agreement; or

C. at any time for convenience (a "**Termination for Convenience**") upon thirty (30) calendar days written notice. In such event, Company will pay Supplier undisputed fee amounts for performance up to the termination date.

10.2 Effect of Termination on Services. Upon receiving notice of termination, Supplier will discontinue Services on the date and to the extent specified in the termination notice, except as needed to continue any portion of the Services not terminated, if so directed by Company. If Company terminates this Agreement for convenience after Supplier has commenced performing Services, Company will pay Supplier for the portion of the Services completed prior to termination. Supplier agrees that it has an affirmative duty to mitigate all damages upon termination of this Agreement.

10.3 Orderly Termination. Upon the expiration or termination of this Agreement, Supplier must return to Company or destroy, at Company's discretion, all Protected Information and any papers, materials, and property of Company held by Supplier in connection with the performance of this Agreement.

10.4 Termination by Supplier. Supplier may terminate this Agreement only upon Company's failure to pay undisputed amounts due within sixty (60) days of receipt of written notice from Supplier of such failure to pay.

10.5 Suspension of Services. Supplier may not suspend Services for non-payment of an invoice unless such dispute leads to the termination of this Agreement as provided in Section 10.4 (*Termination by Supplier*); provided, however, that Supplier must first provide sixty (60) days written notice and an opportunity for Company to cure prior to suspending the Services.

10.6 Effect of Termination. If Company terminates the Agreement prior to receipt of and payment for all of Products, Company will return to Supplier, at Company's expense, the applicable Products received by Company as of the date of termination. Supplier will refund to Company all portions of the Contract Price previously paid to Supplier. In the event of a Termination for Cause, Supplier will be responsible for all damages to and costs incurred by Company due to such termination, including the cost of return shipping, replacement Products or Services procured from a third-party supplier, and all incidental, general, administrative, and overhead costs and expenses incurred by Company as a result of the Termination Event. Additionally, Company reserves the right to offset against any sums then due to Supplier in such amounts necessary to cover all losses incurred as a result of a Termination for Cause.

11. BEHAVIOR STANDARDS AND COMPLIANCE

11.1 Compliance with Applicable Law. Supplier will comply, and will require Representatives to comply, with all Applicable Laws. Supplier represents and warrants that it has communicated and translated (if necessary) to all Representatives all safety, health, and legal requirements and job-related duties and hazards applicable to the Services and the Work Site. Supplier will not make or authorize, on behalf of Company or any officer or employee of Company, any direct or indirect contribution whatsoever, to any foreign, federal, state, or local political candidate; any person who may be considered a candidate for a state public service commission office, or to any member of the state public service commission, or to any state public service commission employee; or to any other public official, office holder, political party, committee, or agency thereof. To the fullest extent permitted by applicable laws, Supplier will indemnify, release, and hold harmless the Persons Indemnified from and against all Claims arising from or related to the violation of Applicable Laws by Supplier or Representatives.

Supplier certifies that it does not acquire, import, transfer, or install Bulk Power System Regulated Equipment, as such term is defined in the United States Department of Energy, Prohibition Order Securing Critical Defense Facilities effective January 16, 2021, that (i) has been manufactured or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of the People's Republic of China, and that (ii) could be used by Company as a component of its Defense Critical Electric Infrastructure serving a Critical Defense Facility (**"CDF"**), as those terms are defined in Section 215A Federal Power Act, at a service voltage level of 69 kV or higher, from the point of electrical interconnection (at a service voltage level of 69 kV or higher) with the CDF up to and including the next "upstream" transmission substation.

11.2 Compliance with Site and Security Rules and Regulations. Supplier must ensure that Representatives, while on any Work Site (both physical and electronic), comply with all of the most recently updated site and security rules, regulations, policies, standards, requirements, special conditions, and guidelines, including electronic communications policies (**"Site Rules"**). Upon request, Company will provide such Site Rules to Supplier. If at any time during the Term, Supplier or Representatives fail to comply with the Site Rules, then Company may exercise all legal and equitable remedies, including the right to refuse access to a Work Site, the right to have Representatives removed from a Work Site, and the right to terminate the Agreement. Supplier will ensure that each Representative remains free from the effects of drugs and alcohol at all times while present on a Work Site.

11.3 No Toleration of Unacceptable Behaviors (Ethics). Supplier and Representatives must at all times conduct their business activities pursuant to this Agreement in a highly ethical manner and in compliance with Applicable Laws. Representatives must not, at any time, exhibit the following behaviors:

- Harassment or discrimination of any kind or character, including, but not limited to, conduct or language derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, or any other protected class that creates an intimidating, hostile, or

offensive working environment. Specific examples may include, but are not limited to, jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group;

- Any conduct or acts such as threats or violence that create a hostile, abusive, or intimidating work environment. Examples of such inappropriate behaviors may include, but are not limited to, fighting, abusive language, inappropriate signage, use or possession of firearms on a Work Site, destruction of Company's or Affiliates' property or the property of their employees, and the threat of any of the foregoing activities;
- Work practices that are unsafe or harmful to the natural environment;
- Use of Company's or Affiliates' computers, email, telephone, voice-mail system, or other communication system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, hostile, abusive, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, sexual orientation, or any other protected class;
- The use of, being under the influence of, or possession of alcoholic beverages or unlawful drugs on a Work Site;
- Engagement in any activity that creates a conflict of interest, or appearance of a conflict of interest, or that jeopardizes the integrity of Company, Affiliates, or Supplier (including, but not limited to, providing gifts and gratuities to Company employees); and
- Posting in any social media forum (Facebook, Twitter, blogs, etc.) or communicating in any other public setting in a manner that violates any of the provisions of this Agreement, regardless of whether those postings or communication are made using Company resources, Supplier resources, or any Representative's resources, during or outside of work hours. Examples include, but are not limited to, divulging Protected Information or making harassing or discriminating statements about, or directed at, employees or customers of Company or Affiliates. No Representative will imply or in any way indicate that he/she speaks on behalf of Company or Affiliates in any social media forum or any other public setting. Company reserves the right to monitor all communication made by Representative on Company-owned equipment, including laptops, cellular telephones, and portable computing devices (e.g., Blackberry, Smart Phone, etc.) and Representative has no reasonable expectation of privacy in such communications. Company's right to monitor includes, but is not limited to, the right to archive, store, and forensically recover electronic communications on Company-owned equipment.

A. Supplier will communicate these required behaviors to all Representatives that assist Supplier in its performance of Services. Supplier will, at a minimum, comply with these behavior standards and will require and ensure that all Representatives comply with the same behavior standards during the Term.

B. Supplier will indemnify and hold harmless the Persons Indemnified from and against any and all Claims presented or brought against the Persons Indemnified however caused and regardless of whether arising out of the joint, concurrent, or contributory negligence of Persons Indemnified, including, without limitation, reasonable attorneys' fees and costs, arising from or related to Supplier's failure, or the failure of any Representative, to comply with any behavior standards. Notwithstanding anything in this Agreement to the contrary, in the event that Company, at any time in its sole discretion, concludes that Supplier or a Representative has breached the obligations under this section, Company will have the right, in addition to all remedies that may be available at law or equity, to terminate this Agreement immediately and without penalty.

C. If a Representative observes a Company or Affiliate employee doing, or is ever asked by a Company employee to do, something the Representative considers to be unethical, illegal, or in violation of the applicable behavior standards, Supplier will notify Company's or Affiliate's management immediately or call the Concerns Program at (800)492-3902. Supplier may also find out ways to file a concern by visiting the Concerns Program website at http://compliance.southernco.com/compliance-home/concerns-program.html or email Concerns Program at concerns@southernco.com.

11.4 General Services Administration Flowdown Provisions. Supplier and Representatives may need to comply with the General Services Administration of the United States Government flowdown provisions as described in **Exhibit C**.

11.5 Safety and Health. Supplier will be solely responsible for the safe performance of Services, including the safety of Representatives and the public. Such responsibility includes compliance with the applicable safety, site, and security policies and procedures of the Work Site to which Representatives gain access. Supplier must coordinate all safety and work rules and procedures with Company and all Representatives. Supplier warrants or

covenants that, before performing Services at each Work Site, it will have communicated and discussed with Company the characteristics of the Services and the Work Site that are related to the safety of the Services, including, as applicable to the Services, any environmental, electrical, or voltage conditions relating to safety. Supplier further covenants that it will instruct Representatives regarding any such information supplied by Company and agrees that it must advise and notify Company and Representatives of any unique hazardous conditions presented by the Services, including any such conditions found or identified during the Services.

11.6 Audit Rights. Supplier agrees to maintain complete documentation and records concerning compliance or noncompliance with Applicable Law and the terms of this Agreement. Throughout the Term and for the longer of either (i) six (6) years after the termination or expiration of this Agreement, or (ii) as required by Applicable Law, Supplier will maintain and allow Company representatives, during normal business hours, to examine, audit, and make copies of all documentation and records of Supplier (and, if applicable, its affiliates), and otherwise cooperate fully to assist with any audit conducted relating to compliance or noncompliance with the terms of this Agreement or Applicable Law. If Company maintains the requested records in electronic format, Supplier will provide its accounting records to Company's auditors in suitable electronic data format.

12. INSURANCE

12.1 Insurance Requirements. Supplier, at its expense, will procure and maintain in effect, and will require any Representatives not covered under Supplier's policies to procure and maintain in effect, without interruption during the Term, policies of insurance providing, at a minimum, the coverages and limits specified and complying with the other requirements stated below:

- **Commercial General Liability** insurance (or equivalent) on an occurrence (not claims made) basis, in an amount not less than $2 million for any one occurrence, including broad form contractual liability coverage, products liability and at least two (2) years completed operations coverage, broad form property damage coverage, and severability of interest for each insured. This insurance must not exclude liability coverage for bodily injury or property damage arising from errors and omissions in the rendering of (or failure to render) professional services.
- **Business Auto Liability** insurance covering any owned, non-owned, and hired vehicles in an amount not less than Redacted combined single limit for bodily injury and property damage for any one occurrence.
- **Statutory Workers' Compensation** covering the legal liability of Supplier under the applicable worker compensation or occupational disease laws of the state or federal government for claims for personal injuries and death resulting therefrom to Representatives in amounts required by statute. Supplier will have **Employer's Liability** insurance covering Supplier in an amount not less than Redacted .
- **Excess liability or umbrella liability** insurance in an amount not less than Redacted for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.
- **Errors and Omissions or Professional Liability** coverage, including technology errors and omissions coverage, with a limit of at least Redacted per each claim and Redacted annual aggregate for claims or liability related to, arising out of, or based upon the Services performed by Supplier or Representatives. If Supplier obtains a claims-made policy, Supplier will maintain continuous coverage in effect at least three (3) years beyond the completion of the Services through continuous renewal of the same policy or purchase of extended discovery period or retroactive insurance dated back to at least the date of the beginning of any Services.

12.2 Subrogation. Other than the Errors and Omissions/Professional Liability coverage, Supplier and Representatives hereby waive and relinquish, and if required by the above policies, must require their insurer(s) to issue an endorsement thereto to waive and relinquish, any right of subrogation against the Persons Indemnified they might possess for any policy of insurance required under this Agreement or under any state or federal workers' compensation or employers' liability act; except that, with respect to a Claim in Georgia, the subrogation waiver will not extend to a Claim resulting from sole negligence of a Person Indemnified or of an additional insured, except as permitted by applicable law.

12.3 Additional Insureds. Supplier must cause its insurer(s) to issue endorsements to name the Persons Indemnified as additional insureds to the Commercial General Liability, Business Automobile Liability and Excess or Umbrella Liability insurance policies described above with respect to liability arising out of Services; provided

that, in the State of Georgia, additional insured status will not apply in the event of the sole negligence of the Persons Indemnified.

12.4 Certificates. Supplier must notify Company in writing at least thirty (30) days before the effective date of any cancellation of or material change in any of the required policies. Supplier agrees to submit to Company, certificates of insurance evidencing the coverage prescribed by this Agreement and certifying the amount and nature of such coverage, the expiration date(s) of each applicable policy, and that such policies have been endorsed as required by this Agreement. Supplier will furnish to Company additional information concerning its insurance coverage as Company may reasonably request. In no event, however, will Company's collection and retention of such certificates (or decision not to collect and review such certificates) create any responsibility on the part of Company to verify the appropriateness and validity of Supplier's insurance, to notify Supplier with regard to any matter related to its insurance, or to ensure that the insurance requirements above have been satisfied; nor does such collection and retention create a waiver by Company of any of its rights in connection with such insurance. All such certificates of insurance will be submitted to Company's Contract Administrator via e-mail.

12.5 Deductibles. To the extent that Supplier or Representatives use deductibles in conjunction with the insurance required by this Agreement (including self-insurance), all deductible expenses will be assumed and paid by Supplier or Representatives and will be considered as Supplier expenses and not part of the reimbursable expenses associated with this Agreement, any Authorization, or any indemnification obligation.

12.6 No Waiver. The obligations for Supplier to procure and maintain insurance will not be construed to waive or restrict other obligations of Supplier or to limit the liability of Supplier whether or not same is covered by insurance.

12.7 General Requirements. At any time during the Term, Company may require Supplier to obtain and maintain additional insurance with coverage or limits in addition to those above described. Insurance is to be placed with insurers with a Best's rating of no less than A- VII or equivalent. Supplier's insurance and the insurance of any Representatives must be primary insurance with respect to the Services provided for Company and the Persons Indemnified. Any insurance or self-insurance maintained by Company is in excess of Supplier's and Representatives' insurance and will not contribute with it.

12.8 Supplier's Property. Supplier will be solely responsible for and will bear the risk of loss of or damage to any property of Supplier and any property for which it is responsible, wherever located, and any insurance provided for such property will be solely at Supplier's expense.

13. INDEMNIFICATION

13.1 General Indemnification. To the fullest extent permitted by Applicable Law, Supplier will indemnify, defend (if requested by Company) and hold harmless the Persons Indemnified from and against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs, and any notification related costs arising out of a data breach, loss, or unauthorized access to data), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character (**"Claim"**) presented or brought against the Persons Indemnified caused by, arising out of, or related to any act or omission of Supplier or any Representatives, anyone directly or indirectly employed by any of them (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts any one of them may be liable that is in any way associated with or connected with any obligation of Supplier, right of Company, or the provision of Products or Services in whatever manner the same may be caused and regardless of whether the same may be caused by or arise out of the joint, concurrent, or contributory negligence of the Persons Indemnified or any other persons or entities not a party to this Agreement; provided, however, if any Claim is determined to have been caused by the sole negligence of the Persons Indemnified, then Supplier will not be liable under this *General Indemnification* section. Supplier's indemnity obligation will include, without limitation, court costs, attorneys' fees, costs of investigation, costs of defense, expert fees and expenses, settlements, and judgments associated with any Claims. Supplier will further be liable for the costs of repair or replacement of any property of the Persons Indemnified that is damaged by any act or omission (whether negligent or otherwise) of Supplier or Representatives under this Agreement.

13.2 Intellectual Property Indemnification. Supplier will indemnify, defend (if requested by Company) and hold harmless the Persons Indemnified from any Claim presented or brought against any Persons Indemnified that is based (in whole or part) on a claim that any Product, Services, Work Product, or any part of any of them, constitutes a misappropriation of, an unauthorized use, or an infringement arising out of or relating to any trade secret, copyright, trademark, patent, or any other proprietary right of any third party either in the United States or in a foreign

nation. Supplier agrees to pay all costs and expenses of investigation and defense relating to such Claim (including, but not limited to, an advancement of attorneys' fees, expert fees and expenses, and court costs) (**"Claim Expenses"**), and pay any settlement or judgment arising out of any such Claim. Notwithstanding any other provision of this Agreement, Supplier will advance all Claim Expenses incurred by or on behalf of Company in connection with any Claim within thirty (30) days after the receipt by Supplier of statements from Company requesting such advances from time to time, whether prior to or after final disposition of such Claim.

If any Product, Services, Work Product, or any part of any of them, are in any such Claim held or likely to be held (in Company's sole determination) to constitute infringement or if Company's use of said Product, Services, Work Product, or part thereof (**"Infringing Item"**) is or is likely to be enjoined, Supplier will, at its sole expense, and at Company's sole option, either (i) procure for Company the right to continue using the Infringing Item; (ii) replace the Infringing Item with non-infringing equivalent in function and performance; or (iii) modify the Infringing Item so that it becomes non-infringing yet equivalent in function and performance. In the event it is impossible for Supplier to comply with any of the foregoing alternatives, or if Supplier fails (for any reason) to comply with any of the alternatives, then Supplier will, if requested by Company, and upon terms and conditions satisfactory to Company, remove the Infringing Item and refund the cost or fee applicable thereto, and Company may immediately terminate this Agreement without any penalty or liability. Without limiting the generality of the above, the obligations set forth in this *Intellectual Property Indemnification* section will apply even if the combination of the Infringing Item provided by Supplier with other equipment, services, software, components, materials, apparatus, systems, items, or processes (regardless of whether furnished by Supplier) is the basis for a Claim of such infringement or breach.

13.3 No Limitation. Supplier's indemnification obligations will in no way be limited by any limitation on the amount or type of damages, or by any compensation or benefits payable by or for Supplier or any Representatives, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. Supplier will pay any and all attorneys' fees, expenses, and costs incurred by the Persons Indemnified that relate to the enforcement of Supplier's indemnity requirements and obligations, including, without limitation, the additional insured protection and other obligations of Supplier. The indemnification obligations of Supplier will be independent of and will not be limited by or limit the obligations of Supplier under the *Insurance* section.

14. MISCELLANEOUS

14.1 Notices. All notices permitted or required to be given under this Agreement must be in writing and will be deemed duly given (i) upon personal delivery (against receipt); (ii) on the fourth day following the date on which each such notice is deposited, postage prepaid, in the United States mail, registered or certified, return receipt requested; or (iii) on the next business day after being sent by a nationally recognized overnight courier service that provides proof of receipt. Each Party must deliver or send all notices to the other Party at the address(es) specified below and in the Authorization or as designated otherwise by ten (10) days' prior written notice given in accordance with this section.

Company Notice Address:
Southern Company Services, Inc.
Attention: Managing Attorney
600 18th Street North, Bin 7N-8374
Birmingham, AL 35203

Supplier Notice Address:
Smartville, Inc.
Attn: Grant Berman
2151 Las Palmas Drive, Suite D,
Carlsbad, CA 92011

14.2 Governing Law; Cumulative Remedies. By choice of the Parties, all disputes that relate to the execution, interpretation, construction, performance, or enforcement of this Agreement and the rights and obligations of the Parties will be governed by the laws of the State of Georgia, without regard to its choice of law principles, and resolved in the state or federal courts in such State. Supplier hereby consents to venue and jurisdiction in such courts, and, to the fullest extent permitted by applicable laws, waives any objection to such venue or jurisdiction. Subject to any applicable limitation of liability set forth in this Agreement, the rights and remedies of Company are cumulative and in addition to any and all rights and remedies provided by law or equity.

14.3 Benefited Parties. SCS is entering into this Agreement not only for its own benefit but also and equally for the benefit of Affiliates. Each and every right, benefit, license, remedy, and warranty accruing to SCS under this Agreement, including, but not limited to, the right to enforce this Agreement in its own name, likewise accrue to Affiliates.

14.4 Publicity. Supplier must submit to Company all advertising, sales promotion, or other publicity matter relating to this Agreement wherein the name of Company, any Affiliate, or Work Site is mentioned, and Supplier will not use or publish such advertising, sales promotion, or publicity matter without the prior written consent of Company.

14.5 No Subcontracting. Supplier will not subcontract, or otherwise delegate the performance of, any portion of the Services without first obtaining the written approval of Company, which permission may be withheld in Company's sole discretion. In the event Supplier subcontracts any part of the Services to a Company approved subcontractor, the following requirements must be met:

A. Supplier agrees to bind each subcontractor (in writing) to the terms and conditions of the Agreement as the same are applicable to the subcontractor's portion of the Services.

B. Any subcontractor must look solely to Supplier and not to Company for the payment of any sums due to the subcontractor and for the performance by Supplier of all obligations related to its relationship with such subcontractor. Company will have no relationship with subcontractor or its employees, and Supplier assumes all liability, of any kind, resulting from such subcontracting, including all liability resulting from the acts or omissions of its subcontractors. Supplier shall promptly pay all subcontractors pursuant to the applicable subcontract's terms.

C. Supplier will remain primarily liable and obligated to Company for the timely and proper performance of all of its obligations under the Agreement, even if such obligations are delegated to a Company-approved subcontractor, and for the proper and timely performance and actions of Representatives.

14.6 Assignment. Supplier may not assign this Agreement, in whole or part, without Company's prior written consent, which may be withheld in Company's sole discretion. Company may assign this Agreement, upon written notice to Supplier, to Affiliates and/or third-party providers acting in place of or on behalf of Company and who agree to comply with the terms of this Agreement.

14.7 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the Parties; provided, however, that this section will not be construed to permit any attempted assignment that would be unauthorized or void pursuant to any other provision of this Agreement.

14.8 Time of the Essence; No Waiver. Time is of the essence in the performance of this Agreement. The acceptance of a late performance with or without objection or reservation by Company does not waive any rights of Company nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed. No waiver by Company, either by act or failure to act, or any default by or obligation of Supplier in the performance of its obligations under this Agreement will be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of Supplier.

14.9 Force Majeure. Each Party will be excused from performance under this Agreement for any period and to the extent (and only to the extent) that it is prevented from or delayed from performing any obligations, in whole or in part, as a result of a Force Majeure Event. **"Force Majeure Event"** means catastrophic weather conditions or other extraordinary acts of God or nature, terrorism, civil disturbance, war, third-party strikes, third-party labor disputes that actually impede or slow down performance, and other similar events beyond the reasonable control of the Party claiming relief under this provision; provided, however, that (i) such Party notifies the other Party immediately and in detail of the commencement and nature of such delay and the probable consequences thereof; and (ii) such Party is without fault in causing or failing to prevent the occurrence of such event, and minimizes disruption and renders performance in a timely manner. In the event of any such delay, the date of performance will be extended for a period equal to the delay. Company has the right to terminate this Agreement or the Authorization pursuant to Section 10.1 (*Termination by Company*) upon its receipt of notification from Supplier of a delay due to a Force Majeure Event.

14.10 Survival. The provisions of the Agreement that by their nature or context survive the termination or cancellation of the Agreement (including without limitation, all warranty, confidentiality, publicity, audit, and indemnification provisions) will survive the termination or expiration of the Agreement as well as any transfer, assignment, novation, sale, merger, consolidation, or other change in control of the Parties.

14.11 Severability. This Agreement is made subject to Applicable Law. The unenforceability or invalidity of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions thereof, but such remaining provisions will be construed and interpreted in such a manner as to carry out fully the intent of the Parties;

provided, however, that should any judicial body interpreting this Agreement deem any provision thereof to be unreasonably broad in time, scope, or otherwise, it is the intent and desire of the Parties hereto that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

14.12 No Joint and Several Liability. SCS and its Affiliates are solely and independently responsible for their respective obligations, duties, and liabilities arising under this Agreement and nothing herein shall make one such entity liable or responsible for any obligation, liability, act, or omission of any other such entity or that other entity's employees or other representatives.

14.13 Incorporation of Exhibits. The exhibits referenced in this Agreement are incorporated in their entirety into and will operate as if written at length in this Agreement.

14.14 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, representations, or agreements, either written or oral, of either or both Parties in connection therewith, including without limitation, any online "click to agree" license, shrink-wrap license, end user agreement, or other terms presented or required in order to install, access, use, or evaluate the Equipment or Software. Any such terms will have no force or effect if such terms conflict with the terms of this Agreement. Neither Party may modify this Agreement, except by a writing signed by both Parties.

14.15 Multiple Originals. Multiple originals of this Agreement may be executed, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective duly authorized representative on the dates entered below.

SOUTHERN COMPANY SERVICES, INC.

By: Roxann Walsh
Name:
Title:
Date:

SMARTVILLE, INC.

By: Michael O. Ferry
Name: Michael O. Ferry
Title: President
Date: 11/23/22

Redacted

EXHIBIT A

SCOPE OF WORK AUTHORIZATION

Georgia Power Second Life EV Battery Project

This Exhibit is considered the "Authorization" associated with the Agreement and where such term is used in the Contract Documents, it shall mean this Exhibit. Supplier agrees to furnish, lease, and license the Products and provide the Services described below in accordance with, and subject to, the terms and conditions contained herein and the other Contract Documents.

1. CONTRACT ADMINISTRATORS

The Parties' respective Contract Administrators are:

"Company"	"Supplier"
Southern Company Services, Inc.	Smartville, Inc.
Contract Administrator	Contract Administrator
Redacted	Redacted

2. INTRODUCTION

Company is conducting a research project titled "**Georgia Power Second Life EV Battery Project**" (**"Project"**), the purpose of which is, among other things, to study the effectiveness of repurposed electric vehicle (**"EV"**) batteries in offsetting energy consumption and their impact on the grid.

Supplier specializes in the safe, reliable, and cost-effective repurposing of electric vehicle battery packs for stationary and electricity grid applications. With initial seed-funding from the U.S. Department of Energy, Supplier developed unique power electronics and system controls to repurpose used EV battery packs of different sizes, histories, and states of degradation and aggregate those batteries into a single, optimized, and modular stationary energy storage system (**"ESS"**) able to provide multiple grid applications.

Supplier's product is called the Modular Assembly Battery (**"MOAB"**) system and is more particularly described in the Product Specification Sheet attached hereto as **Attachment 1**. The MOAB is unique within the EV battery repurposing market and represents a step-change in the history of EV battery repurposing for stationary applications: a standardized product able to accommodate any repurposed battery pack, with advanced power controls to safely and reliably operate packs while extending and maximizing battery life, and a modular system architecture that allows scalability to meet individual customer needs: from a single 100-250 kWh MOAB installation to dozens of MOABs aggregated into a single, multi-MW energy storage site.

Company will use and evaluate Supplier's MOAB ESS system to facilitate the Project as more particularly set forth herein.

3. PROJECT OVERVIEW

Supplier will furnish and lease to Company the following Equipment: a MOAB ESS system that meets the Specifications set forth below (hereinafter, the **"MOAB ESS System"**). Supplier will furnish and license to Company the following Software: a software and data ESS service that meets the Specifications set forth below (hereinafter, the **"MOAB ESS Software"**). The MOAB ESS System will be installed at a Host Site in Atlanta, Georgia that is owned, leased, or controlled by a third party, Cox Communications. The MOAB ESS Software will be installed or accessed, as applicable, as mutually agreed upon by the Parties' Contract Administrators.

The Parties will collaborate on the installation and commissioning of the MOAB ESS System at the Host Site. Once the MOAB ESS System is mutually agreed to be commissioned, installed, and operational (**"Commissioning Date"**), Company and its representatives will use and evaluate the MOAB ESS System and MOAB ESS Software for a period of twelve (12) months (**"Evaluation Period"**). If the MOAB ESS System or MOAB ESS Software fails to perform in a manner that permits its use or evaluation for any period of time (**"Product Down Time"**), then the Evaluation Period shall automatically be extended for a period of time equal to the Product Down Time. Within thirty (30) days following the expiration or termination of the Evaluation Period, the MOAB ESS System will be decommissioned and returned to Supplier unless otherwise agreed by the Parties.

4. SUPPLIER RESPONSIBILITIES

Supplier and its Representatives will do the following:

- Review and comment on field design for battery siting and integration.
- Fabricate the MOAB ESS System pursuant to the below Specifications.
- Deliver the MOAB ESS System to the Host Site.
- Deliver the MOAB ESS Software to Company.
- Commission the MOAB ESS System.
- Provide guidance and/or supervision to Company's representatives during the installation of the MOAB ESS System and MOAB ESS Software.
- Provide data communications, real-time monitoring, APIs, and other data services required for Company's representatives to operate the MOAB ESS System at the Host Site and integrate energy storage dispatch with onsite energy management operations and energy storage goals.
- Provide technical support for Host Site design, installation, commissioning, operations, and troubleshooting and to facilitate 12 months of reliable operation and evaluation by Company's representatives (**"Evaluation Period"**).
- Provide Support Services per the Agreement.
- Arrange transportation for the retrieval of the MOAB ESS System at the end of the Project for return to Supplier's premises or other satisfactory disposition location unless other arrangements are made.

5. COMPANY RESPONSIBILITIES

Company and its representatives will do the following:

- Perform Host Site design and engineering for the MOAB ESS System integration.
- Conduct and complete all relevant permitting.
- Be responsible for all electrical and civil work.
- Perform onsite construction.
- Determine and implement energy storage operations.
- Decommission MOAB ESS System and return Host Site to original condition.
- Prepare MOAB ESS System for return to Supplier unless other arrangements are made.

6. PRODUCT SPECIFICATIONS

Smartville will provide a single MOAB ESS System for the Project that meets the following Specifications:

- Redacted
- Redacted
- Redacted
- Redacted
- Redacted

Smartville will provide MOAB ESS Software that meets the following Specifications:

- Real-time data monitoring
- Real-time web-based control dashboard
- Access to cloud data services covering batteries, inverters and other BMS data
- Control API to integrate with other energy management platforms
- Control API to access system historical data.

7. CONTRACT PRICE, INVOICING, AND PAYMENT

In exchange for the Products and Services described in this Agreement, Georgia Power Company will pay Supplier the firm-fixed Contract Price of Redacted pursuant to the following payment milestones:

Milestone	Description	Percentage	Amount
1	Upon full execution of the Agreement	Redacted	
2	Upon successful delivery of the Products		
3	Upon successful commissioning of the Products		
4	Upon successful completion of Evaluation Period		
TOTAL			

All payments shall be made pursuant to the terms and conditions of the Agreement and are subject to acceptance (as applicable) and receipt of a proper invoice.

8. PROJECT SCHEDULE

Description	Targeted Due Date
Deliver MOAB ESS System Mechanical and Electrical Drawings to Company	3 weeks from Effective Date
Delivery of the MOAB ESS System to Company at the Host Site	6 months from Effective Date
Delivery of the MOAB ESS Software to Company	6 months from Effective Date
Commissioning of the Products	2 weeks from delivery
Evaluation of the MOAB ESS System	12 months from Commissioning Date
Decommissioning of the Products, removal of the MOAB ESS System from the Host Site, and restoration of the Host Site to its original condition	4 weeks from completion of the Evaluation Period

9. ACCEPTANCE CRITERIA

The Products shall meet the Specifications set forth above and will function in accordance with the Specifications, Documentation, and other requirements of the Agreement.

10. ADDITIONAL CONDITIONS AND REQUIREMENTS APPLICABLE TO THE WORK

None.

ATTACHMENT 1

PRODUCT SPECIFICATION SHEET

Redacted

[END OF EXHIBIT]

EXHIBIT B

SUPPLIER SUPPORT POLICIES AND ESCALATION PROCEDURES

Coverage Support Services include, at a minimum:

- Onsite support for level one Errors, email and telephone support for all other level Errors
- Software upgrades and fixes
- Access to the Supplier Company Support Web site

Hours of Operation Support will be available 8:00 AM to 5:00 PM (ET), Monday through Friday, excluding Federal holidays.

Response / Escalation Policies					
Error Classification	**Initial Response**	**Fix**	**Frequency of Update**	**Action**	**Patch/ Workaround Provided**
Level One – Intentionally Deleted	N/A	N/A	N/A	N/A	N/A
Level Two - Important *Major software/system component impaired*	4 hours	8 hours	Every 2 business days	Through normal business day	As required
Level Three - Routine *Functional/documentation question, or minor impairment*	Within 48 hours	As soon as practical	Every 2 weeks	As resources are available	As available

[END OF EXHIBIT]

EXHIBIT C

GOVERNMENT FLOWDOWN PROVISIONS

To the extent Company is a government contractor under an Areawide Public Utilities Agreement, the following additional terms and conditions shall apply to and govern the performance of that work. To the extent of a conflict between a provision of this Exhibit and a provision of another Contract Document, the order of precedence section in the Contract Documents shall govern such conflict.

1. GENERAL SERVICES ADMINISTRATION FLOWDOWNS.

Company is a government contractor under an Areawide Public Utilities Agreement with the General Services Administration of the United States Government. Under certain contractual circumstances, Company may need to comply with (and require Contractor and Representatives to comply with) certain sections contained in the Federal Acquisition Regulations (**"FAR"**) as set forth below. Upon written request, Company will provide the full text of any of the sections.

52.203-3	Gratuities (APR 1984);
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006);
52.203-7	Anti-Kickback Procedures (MAY 2014);
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
52.219-8	Utilization of Small Business Concerns (OCT 2014);
52.219-9	Small Business Subcontracting Plan (OCT 2014);
52.222-21	Prohibition of Segregated Facilities (FEB 1999);
52.222-26	Equal Opportunity (MAR 2007);
52.222-37	Employment Reports on-Veterans (JUL 2014);
52.222-40	Notification of Employee Rights under the National Labor Relations Act (DEC 2010);
52.222-50	Combating Trafficking in Persons (FEB 2009);
52.222-54	Employment Eligibility Verification (AUG 2013); and
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

A. Contractor warrants and represents that neither it nor any Representatives are debarred, suspended, or proposed for debarment as a contractor or subcontractor to any department, agency, or other division of the United States Government. In the event that Contractor or any Representatives become debarred, suspended, or proposed for debarment, Contractor will immediately notify Company verbally and in writing.

B. Contractor certifies that no federal funds have been paid or will be paid to any person including any registered lobbyists for influencing or attempting to influence an officer or employee of any federal agency in connection with the Contract.

C. Contractor certifies that it does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, regardless of whether that use is in performance of work under a Federal contract. For purposes of this Section, "covered telecommunications equipment" includes (1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);(3) telecommunications or video surveillance services provided by such entities or using such equipment.; and (4) telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense reasonably believes to be owned, controlled or connected to the government of a covered foreign country.

D. If Contractor is subject to the requirements set forth in Federal Acquisition Regulations 52.219-9, Contractor will, (i) adopt a subcontracting plan (**"Plan"**) that complies with the requirements of 52.219-

9; (ii) provide a written copy of that Plan to Company; and (iii) if requested, provide timely periodic report(s) to Company that reflect the amount paid to subcontractors who are a small business concern, veteran-owned small business concern, service-disabled veteran-owned small business concern, HUBZone small business concern, small disadvantaged business concern, or women-owned small business concern.

2. SUPPLIER DIVERSITY.

Contractor acknowledges that Company is committed to the ongoing growth and development of Small and Diverse Suppliers, as defined in this Section. Contractor acknowledges that Company operates a "Second Tier Program" that strongly encourages its prime suppliers to extend subcontracting opportunities to firms that are certified as having met the definition of a small business concern (**"Small"**) which meets the Small Business Administration (SBA) size standards, or being at least 51% owned, controlled and operated by one or more members of the following diverse groups: women, African Americans, Asian-Pacific Americans, Sub-continent Asian Americans, Hispanic Americans, Native Americans, LGBT, disabled individuals and veterans (**"Diverse Suppliers"**).

Upon execution of an Authorization with an anticipated price above $750,000, Contractor shall deliver to Company a Company specific plan that includes, at a minimum, any planned Subcontracting Opportunities as defined below, the names of potential or actual Small or Diverse Suppliers that may be utilized during the term of the Agreement, the goods and/or services that may be procured from each Small or Diverse Supplier and the estimated amount and /or percentage of total contract value that may be paid to each small or diverse supplier in connection with the services (the "Second Tier Plan"). Contractor shall provide quarterly reports to Company related to its Second Tier Plan including at a minimum, any significant events related to the Second Tier Plan during that period (attached as an MS Word or PDF document) as well as the name(s) of any Small or Diverse Suppliers paid during that period along with the goods and/or services provided and the amount paid to these Small or Diverse Suppliers (the "Second Tier Report"). Instructions on the reporting process will be provided to Contractor by Southern Company Supplier Diversity. Questions can be directed to supplierdiv@southernco.com.

Contractor shall actively seek qualified Small or Diverse Suppliers to compete for Contractor's business on a fair and even basis and provide such Small or Diverse Suppliers the maximum practicable opportunity to participate in the subcontracts and orders it may award in connection with this Agreement as part of its Second Tier Plan. In support of aligning qualified Small or Diverse Suppliers with the Company's prime suppliers, the Company may assist its prime suppliers in the identification of such suppliers in its efforts to advance subcontracting and/or business development efforts. As part of the Second Tier Plan, Contractor may facilitate workshops, establish, develop and sustain mentor relationships, engage in networking events and providing business development training to Small or Diverse Suppliers ("Subcontracting Opportunities"). Contractor shall collect a Supplier Self-Certification Form or Diverse Business Enterprise Certificate issued by one of the affiliated local councils of the National Minority Supplier Development Council or the Women's Business Enterprise National Council from any subcontractor that claims small or diverse status to verify Small or Diverse Supplier status.

Contractor shall use reasonable efforts, as defined by Company, to source, utilize and pay Small or Diverse Suppliers for goods and services in at least an amount equal to the minimum Small or Diverse Supplier utilization goal of twenty percent (20%) of the total value of the Agreement (the "Goal"). Contractor acknowledges and agrees that compliance with this Section is material to the Agreement and should Company determine, at its own discretion, that Contractor is not making adequate progress to comply with the goal, or Contractor fails to demonstrate to Company's satisfaction that Contractor is making good faith efforts to execute on its Second Tier Plan, representatives of Contractor, including at least one executive officer of Contractor, shall meet with representatives of Company, within thirty (30) days of such report to discuss the reasons for such non-compliance and to work together to improve and advance Contractor's Second Tier Plan. Any subsequent non-compliance identified by Company during the term of the Agreement may result in withholding payment per the terms of the Contract.

3. EQUAL EMPLOYMENT OPPORTUNITY.

Company complies with all applicable federal and state fair employment laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans

with Disabilities Act of 1990, all provisions of Executive Order 11246 as amended, 41 CFR 60-1, and all of the rules, regulations and relevant orders of the Secretary of Labor. Company prohibits any acts of discrimination, or harassment including offensive words or conduct, on the basis of race, color, religion, age, disability, veteran status, gender, sex, sexual orientation, gender identity, national origin or any other basis prohibited by law. Company is committed to taking affirmative action as required by law and to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, gender, color, religion, age, national origin, physical handicap, veteran status, or any classification protected by federal, state or local law. Such action includes but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Company posts in conspicuous places, available to employees and applicants for employment, notices to which state that all qualified applicants will receive consideration for employment without regard to race, gender, color, religion, age, national origin, sexual orientation, physical handicap, or veteran status.

Contractor will comply with all applicable federal and state fair employment laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, and all provisions of Executive Order 11246 as amended, 41 CFR 60-1, and all of the rules, regulations and relevant orders of the Secretary of Labor. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, disability, veteran status, genetic information, gender, sex, sexual orientation, gender identity, national origin, or any classification protected by federal, state or local law. Contractor shall take affirmative action as required by law and to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, gender, color, religion, age, national origin, physical handicap, veteran status, or any classification protected by federal, state or local law. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which state that all qualified applicants will receive consideration for employment without regard to race, gender, color, religion, age, national origin, physical handicap, or veteran status.

In accordance with the U.S. Department of Labor's regulations implementing the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA, as amended) at 41 CFR Part 60-300, Company and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

In accordance with the U.S. Department of Labor's regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) at 41 CFR Part 60-741, Company and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

[END OF EXHIBIT]