

TICABOO UTILITY IMPROVEMENT DISTRICT

RESOLUTION NO. 2025-02

**A RESOLUTION OF THE TICABOO UTILITY IMPROVEMENT DISTRICT (“TUID”)
REGARDING ENTERING INTO A PPA WITH ALTRIS ENERGY**

RECITALS

- A. In 2024 TUID started a process to facilitate a transition to solar energy and engaged with several providers as described in Exhibit A
- B. Altris Energy, LLC (“Altris”) and TUID have engaged in intensive negotiation starting in July 2025 which have resulted in the agreement memorialized in the Power Purchase Agreement (the “PPA”) attached as Exhibit B
- C. The PPA is the most cost effective of all the offers we have considered and will reduce TUID’s cost of energy.
- D. The PPA is in the best interest of TUID and its customers

NOW, THEREFORE, THE BOARD RESOLVES AS FOLLOWS:

- 1. TUID will enter into a PPA with Altris substantially in the form attached hereto
- 2. This Resolution takes effect immediately upon signing

DATED December 10, 2025.

ATTEST:

John Motley
John Motley (Dec 29, 2025 11:36:02 MST)

John Motley
Clerk

Alexa Wilson
Alexa Wilson (Dec 29, 2025 11:50:52 MST)

Alexa Wilson
Chair

Exhibit A

Selection process for a solar energy provider

November 12, 2025

Introduction:

In 2024 TUID created a strategic plan to reduce the cost of power in its service area. A move from diesel generation to a solution based on solar generation and storage financed by Federal grant funding appeared the most promising. Several federal grant opportunities were identified to cover the cost. TUID's grant application was not selected for funding 2024 and the Trump administration pulled all opportunities in early 2025, prompting a rethinking of the available options.

TUID had been working on the possibility of entering into a Power Purchase Agreement (PPA) with a solar energy provider as a backup option while working on grant applications. This option is significantly more costly than construction with grant funding but will still lead to cost reductions. As a comparison diesel generation costs \$0.42/kWh in diesel fuel alone. The other main cost is the maintenance costs of the generators, and 85% less use means that much less maintenance costs.

With the cancelation of the grant programs by the Trump administration, TUID accelerated the search for a PPA partner. This has now resulted in the selection of a PPA partner.

The tax credits included in the Infrastructure Investment and Jobs Act (IIJA) of 2021 and the inflation reduction act (IRA) of 2022 are now the remaining major sources of funding for renewable energy projects. These federal tax credits are important for the financial viability of this option. This includes a 30-40% tax credit for renewable energy investments. While the IIJA and IRA have been terminated, the portions ensconced in tax law will be in effect through 2026. This means TUID needs to decide soon.

TUID has selected ALTRIS Energy as its PPA partner:

ALTRIS has offered a 25-year PPA for \$0.1765/kWh for power generated by 530 kW solar panels. The system includes solar panels, 1750 kWh battery storage capacity and all ancillary equipment to run the TUID electrical system. ALTRIS provides the financing for the system, through an affiliated party. There will be a charge of \$0.1132/kWh for diesel generated power used to charge the battery. The prices will increase by 2% or the inflation rate, whichever is LOWER. The rates are very competitive, and the transaction is very straight forward.

Other proposals TUID has considered

24/7Solar: [24/7 Solar](#) proposed a concentrated solar plant, consisting of a 125-foot tower with a field of mirrors reflecting sunlight to the top, where it heats air which in turn heats a column of ceramic pellets in the tower, which in turn powers turbines, which generates electricity. This installation run at 25% capacity would provide 100% of Ticaboo's power needs at initially \$0.33/kWh. Rate reductions are possible if more of the power is utilized with growth and rest heat is used to heat homes. TUID has not chosen this proposal, despite its promises of larger scale affordable power for the following reasons:

- Less economical at the outset, with price reductions dependent on uncertain growth.
- Very tall conspicuous tower surrounded by mirrors incompatible with the landscape
- Unproven technologies

Pro-bid: [Pro-bid](#) offered a system of 382.5kW solar and 1,672 kWh storage (standard PV and batteries),. The final proposal was to charge TUID for power sold to third parties at \$0.40/kWh for the first 500,000 kWh annually after which it would drop back to \$0.19. Pro-bid was working with an outside investor group, which pulled out after getting more information about the financial strength (or lack thereof) of TUID and its inability to secure a guarantor for the loan payments. Pro-bid then withdrew its offer.

TORUS: [TORUS](#) Program: 1080 kWh storage and 370 kW PV solar generation at an all-in price of \$0.28

per kWh sold by TUID (including the diesel generated power), on a 20-year PPA. After 10 years the price goes up by 10%. This is expected to provide between 75 and 80 % of Ticaboo's current power demand. TORUS guaranteed expansion of the system to keep generator use under 25%. The technology includes standard solar panels and batteries augmented with a flywheel energy storage device. The system includes hardware and software to seamlessly integrate solar generation, battery storage and diesel generation. TORUS is providing in-house financing for the project.

Humless: [Humless](#) approach centered on offering assistance in applying for a federal grant through its connection with professional grant writers and its own technical expertise at its expense. Then, if successful, Humless would be guaranteed the project as the provider and installer of the equipment. As a result of the cancelation of grant funding for renewable energy by the Trump administration, this approach had to be abandoned.

Conclusion

The ALTRIS proposal is the best fit for TUID. It provides provable technology, at reasonable prices and has shown willingness to work with TUID through its challenges. They are also ready to start and complete installation in 2026 to take advantage of tax credits. The process outlined above included in-depth conversations with five providers of renewable energy. TUID received serious offers from all of them. TUID has fulfilled the requirements of a competitive process required by its procurement policy and Utah state law.

Exhibit B
Power Purchase Agreement

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“Agreement”) is made and entered as of _____ (“Effective Date”) by and between Altris Energy, LLC (“Vendor”), a Utah corporation, located at 86 West 1100 South, Farmington, UT 84025 and the Ticaboo Utility Improvement District (“Company”), located at Highway 276 MM 28, Ticaboo, UT 84533. Vendor and Company are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Vendor intends to construct, own, operate, maintain, and secure an energy storage and generation project (“Project”) consisting of 1,750 kWh of total storage capacity, 370 kW of solar generation, all ancillary equipment and cabling needed to deliver electrical power (“Energy”) to the Company grid;

WHEREAS, the total projected annual output of the Project is at least 565MWh (“Output”);

WHEREAS, Vendor desires to deliver Energy to the Company grid at the Main Plant located at 135 Mesa Drive, Lake Powell, Utah 84533 (“Plant”) and coordinate the function of the Project in order to reduce generator use to approximately 16% annually;

WHEREAS, Vendor desires to deliver and make available to Company, and Company desires to receive from Vendor, operations, maintenance, and security services (“Managed Services”) for the Project; and

WHEREAS, Vendor and Company wish to enter into this Power Purchase Agreement to provide for Vendor’ sale and Company’s purchase of the Energy generated by the Project and consumed by the Company’s connected to the Company grid (“Ratepayers”).

NOW, THEREFORE in consideration of the foregoing and the mutual promises below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

Unless otherwise required by the context in which any capitalized term appears, initially capitalized terms used in this Agreement shall have the meaning set forth in the Managed Services Agreement.

2. PURPOSE OF POWER PURCHASE AGREEMENT

This Power Purchase Agreement: (a) governs the Parties’ respective rights and obligations with respect to the purchase and sale of the Energy generated by the Project and consumed by the Ratepayers, and (b) applies only to the Project described herein and consumed by the Ratepayers.

3. TERM

This Agreement shall become effective as of the Effective Date and shall continue for a period of twenty (20) years from the date the Project is commissioned and operational (“Commission Date”). Upon mutual agreement of the Parties, the Term may be extended for additional periods of five (5) years. This Agreement may be terminated earlier pursuant to Section 8 of the Managed Services Agreement or as set forth herein.

4. PURCHASE AND SALE OF CAPACITY, ENERGY, AND MANAGED SERVICES

4.1. Project Capacity and Output. Beginning on the Commission Date and continuing thereafter through the Term of this Agreement, Vendor shall sell, and **Company** shall purchase the Energy produced by the Project and consumed by the Ratepayers at the rates set forth in Section 4.4, subject to the limitations set forth in Section 4.2.

4.2. Existing Generation Sources. **Company** owns solar panels ("Existing Solar") that generate approximately 30kW of energy. In exchange for operating, maintaining, and, if necessary, replacing the Existing Solar, Vendor shall include the Existing Solar in the Project for purposes of calculating the Energy produced by the Project and consumed by the Ratepayers. **Company** owns gas-powered generators ("Generators") that are connected to the grid. **Company** is responsible to operate and maintain the Generators. The energy produced by the Generators that is delivered directly to the grid shall not be included in the Project for purposes of calculating the Energy produced by the Project and consumed by the Ratepayers. The energy produced by the Generators that is delivered to the Project prior to delivery to the grid shall NOT be included in the Project for purposes of calculating the Energy produced by the Project and consumed by the Ratepayers.

4.3. Managed Services. Vendor agrees to provide Managed Services to **Company** for the Project pursuant to terms and conditions set forth in a separate agreement to be executed by Vendor and **Company** ("Managed Services Agreement"), attached hereto as Exhibit A.

4.4. Purchase Price. **Company** shall pay for the Project's Energy and the Managed Services at the rate of \$0.1765 per kWh (17.65¢/kWh) of Energy consumed by the Ratepayers ("Consumption") during the month ("Monthly Fees"). The Monthly Fee shall be subject to a 2% increase per year of the Commission Date. The rates stated in this Section 4.4 and in Section 4.5 are based on the Preliminary Cost Estimate (as defined below) shown in the Proposal attached hereto as Exhibit B and may be amended in conjunction with approval of the Final Site Plan pursuant to Section 5.3.1, upon mutual written agreement of the Parties.

4.5. Incentives, Renewable Energy Credits, or Green Tags. **Company** shall cooperate with Vendor in providing necessary documentation to apply for any incentives available for the Project and with registering the Project with WREGIS or any other designated entity to create, manage, and record the Project as a renewable energy credit or green tag. The Operating Fees for do not include title to green tags or renewable energy credits to **Company**. Vendor shall retain all incentives, renewable energy credits, or environmental attributes associated with the Project.

4.6. Invoicing. On or about the first day of each month during the Term, Vendor shall invoice **Company** for the Monthly Fees due for the previous month. **Company** shall pay the invoice within thirty (30) days of receipt from Vendor.

4.7. Metering and Settlement. All measurement, verification, and settlement of Energy under this Agreement shall be performed in accordance with Exhibit C (Metering & Settlement). In the event of a conflict between Exhibit C and this Section 4, Exhibit C shall control solely with respect to metering configuration, accuracy, and data retention.

4.8. Public Attribution; Reporting. Vendor shall retain all Environmental Attributes and RECs as provided in §4.6. To support public reporting, Vendor shall, within sixty (60) days after each Contract Year, provide **Company** with a summary of net greenhouse-gas emission reductions and renewable energy delivered

to the Site, calculated using the then-current publicly available regional grid emissions factors and standard REC conversion methodology. Company may use such summary for non-commercial public communications, provided any reference to Vendor's trademarks is subject to Vendor's prior written approval.

4.9. Non-Project Energy Storage Service (Generator-to-BESS)

- a) Scope; no sale of energy. From time to time, Company may elect to use the Project's battery energy storage system ("BESS") to store electricity generated by Company's gas-powered generators ("G-to-BESS Energy"). G-to-BESS Energy is not "Project Energy," is not billed under §4.4, and no sale of energy occurs under this §4.9. The BESS has a specific scheduled life span measured in cycles and the storage of G-to-BESS Energy adds to the cycles on the BESS. The Vendor is calculating the cost of the storage of the G-to-BESS Energy at cost with zero mark up. This §4.9 provides only a storage service.
- b) Metering and attribution. G-to-BESS Energy shall be measured at the Generator-to-BESS charge meter identified in Exhibit C, and attributed to discharge using the round-trip efficiency methodology in Exhibit C. Where attribution is required, the Parties shall apply the then-current Verified Round-Trip Efficiency (RTE) for the BESS, measured in accordance with Exhibit C.
- c) Dispatch priority and SOC reserve. Solar-charged energy shall have first priority for storage. Vendor may maintain a prudent state-of-charge reserve for reliability and protection of the Equipment. G-to-BESS charging and discharging is subject to EMS scheduling, interconnection constraints, and OEM limits.
- d) Storage Service Fees. In consideration for providing storage and cycling capacity for G-to-BESS Energy, Company shall pay Vendor the "Storage Service Fees," consisting of: (i) a throughput-based fee applied to G-to-BESS Discharged Energy; ~~and (ii) a fixed Monthly Storage Reservation Fee, in each case as set forth in Exhibit B, Part B (BESS Storage Service for Generator to BESS).~~
- e) Exclusions. G-to-BESS Energy and Storage Service Fees: (i) do not count toward the Minimum Annual Consumption or Minimum Annual Payment under Section 6.1; and (ii) are not subject to the Energy-Charge service credits in Section 6.4.
- f) Operating Limits. Vendor may temporarily limit or curtail G-to-BESS charging or discharging, with notice to Company when practicable, to: (i) protect the Equipment; (ii) comply with Permitted Exclusions under Section 6.4; or (iii) maintain the minimum state-of-charge reserve required for Project Energy. Vendor will use commercially reasonable efforts to accommodate Company's requested operating schedules.
- g) Settlement. Storage Service Fees shall appear as separate line items on the monthly invoice and shall be settled using the metering, testing, estimation, audit, and dispute procedures in Exhibit C.
- h) Change in Law. Storage Service Fees are subject to §6.4 (Change-in-Law) of the Managed Services Agreement to the extent applicable.

5. PROJECT DEVELOPMENT AND INSTALLATION

5.1. Preliminary Project and Budget. The estimated cost of the Project is \$2,050,000 (the Preliminary Cost Estimate”) as set forth in Exhibit B.

5.2. Design and Engineering. Upon execution of this Agreement, Vendor shall commence development of the Project design and engineering. Vendor shall present 50% and 90% design plans to Company for review, comment, and discussion. Vendor shall present a final site plan to Company for approval that includes a final cost estimate of the Project (the “Final Cost Estimate”), an overview of the equipment to be installed, a map showing the location of the Project, and a proposed installation schedule (collectively, the “Final Site Plan”).

5.3. Project Approval. After review of the Final Site Plan, upon written notice (e-mail sufficient) and no more than ten (10) business days after receipt of the Final Site Plan, Company may, in its sole discretion, (i) approve the Final Site Plan and elect to proceed with installation of the Project or (ii) terminate this Agreement and the Managed Services Agreement as set forth below in Section 5.3.2.

5.3.1. Approval. Upon approval of the Final Site Plan, Vendor shall commence installation of the Project pursuant to the proposed schedule included in the Final Site Plan. If the Final Cost Estimate exceeds 120% of the Preliminary Cost Estimate, the Parties may elect to amend the pricing set forth in Sections 4.3 and 4.4 prior to approving the Final Site Plan and commencing installation.

5.3.2. Termination. In the event the Final Cost Estimate is below or equal to 120% of the Preliminary Cost Estimate Company may terminate this Agreement and shall pay to Vendor a termination fee of \$20,000 as compensation for the design and engineering work completed by Vendor and Company shall receive a copy of the Final Site Plan and the supporting documentation (“Project Materials”). Company may terminate this Agreement at no cost if (i) the Final Cost Estimate exceeds 120% of the Preliminary Cost Estimate or (ii) Company is required to purchase additional land in order to accommodate the Project. If Company terminates pursuant to clause (i) or (ii), Company shall not receive the Project Materials.

5.4. Installation Access and Cooperation. Company agrees to provide reasonable access to the installation site and make all necessary arrangements for Vendor to install the Project. Company shall reasonably cooperate with Vendor to ensure that the installation occurs promptly, at the time of delivery or within a mutually agreed-upon timeframe.

5.5. Site Preparation and Compliance. Vendor is responsible for ensuring that the site designated for the installation of the Project meets all applicable safety standards, building codes, and any other regulatory requirements for the safe installation and operation of the Project. Company agrees to provide reasonable assistance to Vendor in order to comply with the requirements of this provision.

5.6. Permits and Approvals. Vendor shall be responsible for securing any necessary permits or approvals required by local, state, or federal authorities for the installation, operation, and maintenance of the Project. Vendor must ensure that the installation complies with all applicable legal and regulatory requirements before installation begins. Company shall not be liable for any failure to install the Project if such permits or approvals are not obtained by Vendor.

5.7. Title and Risk of Loss. Vendor shall retain title to and risk of loss to the Project through the Term of the Agreement. **Company** shall retain title to and risk of loss to the existing generation equipment.

6. OPERATION OF THE PROJECT

6.1 Minimum Annual Consumption; Remedy for Shortfall.

- 6.1.1 For each Contract Year, Company shall be obligated to pay Vendor not less than an amount equal to the product of (i) eighty-four percent (84%) of the Output for such Contract Year, expressed in kWh ("Minimum Annual Consumption"), and (ii) the then-applicable rate set forth in Section 4.4 (the "Minimum Annual Payment"). For the first Contract Year, the Minimum Annual Payment is \$83,766.90, calculated as $0.84 \times 565,000 \text{ kWh} \times \$0.1765/\text{kWh}$.
- 6.1.2 Within thirty (30) days after the end of each Contract Year, the Parties shall compare (i) the total Consumption for such Contract Year (in kWh) to (ii) the Minimum Annual Consumption. If Consumption is less than the Minimum Annual Consumption, Company shall pay Vendor an amount equal to the shortfall (in kWh) multiplied by the rate in Section 4.4 as a year-end true-up, which amount shall be included on the next invoice.
- 6.1.3 For purposes of this Section 6.1, the Output for a Contract Year shall be reduced, on a kWh-for-kWh basis, to the extent that: (i) Vendor fails to meet the PV or BESS Operational Availability targets in Section 6.4 (after giving effect to Permitted Exclusions) and such shortfall materially reduces the Project Energy available for delivery; or (ii) Company has directed curtailment of the Project under the Project Agreements. The Parties shall in good faith determine such adjustment using metered data under Exhibit C.

6.2 Modifications to Generators. In the event that **Company** elects to replace or materially alter the Existing Solar or Generators, prior to commencing work, the Parties will re-evaluate the Project based on the new equipment and amend this Agreement as necessary.

6.3 Re-evaluation after First Year. No later than thirty (30) days after the first anniversary of the Commission Date, the Parties shall agree to a timeline to complete a re-evaluation of the Project and, if further agreed by the Parties, to amend this agreement as needed.

6.4 Availability and Performance Service Levels.

- i) Scope and intent. The Parties agree that these service levels measure the operational performance of the Facility's equipment and controls under Vendor's responsibility. The targets and remedies below are not energy-yield guarantees and shall not measure or allocate risk relating to solar resource variability, weather, or other conditions outside Vendor's control.
- ii) Defined terms. For purposes of this §6.:
 - (1) Solar-Eligible Interval means any 15-minute interval during which the plane-of-array (POA) irradiance measured by the on-site pyranometer (or, if unavailable, the nearest publicly available weather station agreed by the Parties) is at or above 200 W/m².
 - (2) PV Operational Availability refers to the percentage of Solar-Eligible Intervals during which, from an equipment and controls standpoint, the PV subsystem is capable of converting available solar resource to AC energy at the inverter output, excluding Permitted Exclusions. PV Operational Availability does not measure actual MWh produced and is independent of solar irradiance magnitude above the threshold.

- (3) BESS Operational Availability means, for a given period, the percentage of all 15-minute intervals during which the BESS subsystem is capable of charging and discharging consistent with the Contracted ratings and controls, excluding Permitted Exclusions.
 - (4) Permitted Exclusions have the meaning outlined in §6.(d).
 - (5) Contract Quarter and Contract Year have the meanings in the Agreement.
- iii) Availability targets.
- (1) PV subsystem: Vendor shall maintain a Contract-Year average PV Operational Availability of not less than 97.0%.
 - (2) BESS subsystem: Vendor shall maintain a Contract-Year average BESS Operational Availability of not less than 95.0%.
- iv) Permitted Exclusions. Operational Availability calculations shall exclude intervals impacted by:
- (1) Solar Resource Unavailability (intervals that are not Solar-Eligible Intervals; cloud cover; seasonal/diurnal variation; soiling by natural events until the earlier of the next scheduled cleaning or five (5) Business Days)
 - (2) Force Majeure;
 - (3) Company-directed curtailment or outage;
 - (4) Planned maintenance performed with at least ten (10) Business Days' prior notice and not exceeding ten (10) days per Contract Year in aggregate;
 - (5) Grid/T&D outages or constraints upstream of the Delivery Point or interconnection operator directives;
 - (6) Third-party acts/omissions (including fuel supply issues for Company generators), vandalism, or cybersecurity incidents not caused by Vendor's failure to follow its security program;
 - (7) Data unavailability caused by Company systems or communications networks; and
 - (8) Mutually agreed test periods, commissioning, and warranty interventions by OEMs where Vendor's access is restricted.
- v) Response time commitments (technology only). For unplanned technology outages not subject to Permitted Exclusions, Vendor shall: (i) acknowledge alarms within one (1) hour; (ii) commence remote remediation within two (2) hours; and (iii) mobilize on-site within twenty-four (24) hours (or next Business Day if after 12:00 local time), with parts triage and ETA updates provided to Company.
- vi) Service credits (measured against technology uptime, not sun). If, in any Contract Quarter, measured Operational Availability for a subsystem is below its target by more than one (1) percentage point (pp) (after applying Permitted Exclusions):
- (1) Company shall receive a credit against the next invoice equal to 1.5% of the Energy Charges allocable to that subsystem for each full pp shortfall, capped at 7.5% per Contract Quarter per subsystem; and
 - (2) credits are Company's sole and exclusive monetary remedy for Availability shortfalls under this §6.4, except where a Vendor Default is declared under §8.2.
- vii) Chronic under-performance. If a subsystem's Operational Availability is below its target by five (5) pp or more for two (2) consecutive Contract Quarters (after Permitted Exclusions), the Parties shall implement a written Corrective Action Plan within thirty (30) days. If the condition persists for two (2) additional consecutive Contract Quarters, Company may designate such condition a Vendor Default, subject to notice and cure under §8.2.
- viii) Measurement, sensors, and tie-breakers. POA irradiance shall be measured by the on-site pyranometer maintained and calibrated per OEM guidance at least annually. If the primary

sensor is unavailable, the Parties shall use the nearest mutually agreed public station and apply standard transposition to POA. Any dispute over Solar-Eligible Intervals shall be resolved using the best available data under Exhibit C (Metering & Settlement).

- (1) Reporting. Vendor shall deliver monthly reports showing PV and BESS Operational Availability, Permitted Exclusion logs (categorized by item (1)–(8) above), response-time metrics, and open corrective actions, sufficient for audit.

7 ENTIRE AGREEMENT

This Power Purchase Agreement and the Managed Services Agreement, each with their respective exhibits, appendices, and attachments, shall form a single integrated agreement among the Parties and contains the entire agreement between the Parties concerning the subject matter thereof and supersede and cancel agreements, all previous representations, warranties, commitments, and writings in respect thereto, whether oral or otherwise. In the event of conflict between the Power Purchase Agreement and the Managed Services Agreement, the terms of the Power Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

ALTRIS, LLC.

**TICABOO UTILITY IMPROVEMENT
DISTRICT**

By: _____
Name: Mark Polson
Title: Chief Executive Officer

By: _____
Name:
Title:

EXHIBIT A

MANAGED SERVICES AGREEMENT

This MANAGED SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____ by and between Altris Energy, LLC, located at 86 West 1100 South, Farmington, UT 84025 (“Vendor”) and the Ticaboo Utility Improvement District (“**Company**”), located at Highway 276 MM 28, Ticaboo, UT 84533. Vendor and Company are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Company controls property upon which an energy storage and generation project (“Project”) is located and desires to contract for operation, maintenance, and management of the Project; and

WHEREAS, Vendor provides operation, maintenance and energy management services for generation and storage facilities and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AGREEMENT

1.1. *Agreement.* This Agreement consists of the terms and conditions set forth in the sections captioned by numbered Section designations (“Sections”) and the following appendices, which are incorporated and made part of this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – [RESERVED]

Appendix B –

If the terms and conditions of the Sections of this Agreement vary or are inconsistent with any portion of the Appendices or any other Project Agreement, the terms of the Sections of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Sections, except as set forth in the Appendices or in the Project Agreements. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

1.2. *Effective Date.* This Agreement shall be effective and shall govern the rights and obligations of the parties as of the date set forth in the Preamble.

1.3. *Relationship of The Parties.* Vendor has been retained by Company as an independent contractor to operate, maintain and manage the Project on behalf of Company, in accordance with Prudent Utility Practice and the requirements of the Project Agreements. Company has delegated to Vendor overall responsibility for operating, maintaining and managing the Project to ensure that the Project meets all requirements under the Project Agreements.

2. DEFINITIONS

2.1. *Definitions.* Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Section 2. Terms that are defined in other Sections shall have the meanings given to them in those Sections.

“Bankruptcy” means a situation in which (i) a party’s actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a party, which petition sought relief for the party’s creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a party admits in writing its inability to pay its debts as they mature; (iv) a party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in the State of Utah.

“Energy Management System” means the integrated energy storage management, security, and monitoring software provided by Vendor.

“Equipment” means the photovoltaic solar modules, the battery energy storage system, and related products owned, leased, or installed on property that is owned, leased, or otherwise controlled by Company pursuant to a separate agreement.

“Force Majeure Event” means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected party of its obligations hereunder; provided, that a “Force Majeure Event” shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 15.3 (*Force Majeure*). Subject to the foregoing, “Force Majeure Event” shall include, as to either party, explosion and fire (in either case to the extent not attributable to the negligence of the affected party), flood, earthquake, storm or other natural calamity or act of God, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefor and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Project, which events were not pending on the date of this Agreement.

“Lender(s)” means

- (a) any person that has made loans to Company, its successors or permitted assigns for the financing or refinancing of the Project (or any part thereof), or which loans are secured by the Project (or any part thereof),
- (b) the holder(s) of indebtedness evidencing any such loans or any person or entity lawfully acting on behalf of such holders, or
- (c) any person or entity that purchases the Project in connection with a sale-leaseback or other lease arrangement in which Company is the lessee of the Project pursuant to a net lease.

“Project” means the generating and storage Project and related assets, together with other facilities and related assets, to be constructed on certain real property as set forth in the applicable Power Purchase Agreement.

“Project Agreements” means the agreements relating to the Project, including and as applicable, any Power Purchase Agreement, Interconnection Agreement, Loan Agreements, Sync Generator Agreement, Equipment Purchase Agreement, this Agreement and any other agreements applicable to the Project, permits, and licenses required for the operation, maintenance and management of the Project.

“Prudent Utility Practice” means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry in the country and geographic region where the Project is located during the relevant time period, or (ii) practices, methods and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

“Reference Rate” means the rate published in the Money Rates table of The Wall Street Journal, from time to time, as the “prime rate”, plus 1%.

“Services” has the meaning set forth in Section 3.1.

3. SERVICES

3.1. *Scope of Services.* Subject to the terms and conditions of this Agreement, a Power Purchase Agreement, and any Project Agreements, as applicable, Vendor shall perform the following services: (i) operate and maintain the Project on behalf of Company, including upgrading and modernizing the system to incorporate then-current technological advances in Project equipment (“repowering”) on or about the tenth anniversary of the Commission Date (as defined in the Power Purchase Agreement); (ii) provide energy management services on behalf of Company; and (iii) provide access to Vendor’ energy management system software (“EMS”), subject to the terms of the End User License Agreement attached hereto as Appendix B (collectively, the “Services”).

3.2. *Standards for Performance of the Services.* Vendor shall perform the Services required under this Agreement in a prudent, reasonable, and efficient manner and in accordance with (i) all applicable Laws, (ii) Prudent Utility Practices, (iii) the Project Agreements, and (iv) all insurance policies specified in Section 9 of this Agreement. Vendor shall use all reasonable efforts to optimize the useful life of the Project and to minimize Project outages or other unavailability.

3.3. *Vendor’ Personnel Standards.* Vendor shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Project personnel under the Project Agreements. All individuals employed by Vendor to perform the Services shall be employees or contractors of Vendor, and their working hours, rates of compensation, and all other matters relating to their employment shall be determined solely by Vendor. With respect to labor matters, hiring personnel, and employment policies, Vendor shall comply with all applicable Laws. Vendor also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and with Vendor’ acknowledgment (hereby given) that Vendor has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Company.

3.4. *Compliance.* Vendor shall comply with all Laws applicable to the operation, maintenance and management of the Project and the performance of the Services. Vendor shall apply for and obtain, and Company shall assist Vendor in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Vendor to do business or perform the Services in the jurisdictions where the Services are to be performed. Vendor shall provide reasonably necessary assistance to Company, to secure permits, licenses, and approvals (and renewals of the same) that Company is required to obtain from or file with any governmental agency regarding the Project. Vendor also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Project.

3.5. *Operating Records and Reports.* Vendor shall maintain Project operating logs, records, and reports (“Reporting”) that document the operation and maintenance of the Project. Company shall have access to Reporting via the EMS. Vendor shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance of the Project provided to Vendor by Company and vendors. Vendor shall provide Company reasonably necessary assistance in connection with Company’s compliance with reporting requirements under the Project Agreements, applicable Laws or any other agreement to which Company is a party relating to the Project.

3.6. *No Liens or Encumbrances.* The owner of the Project shall maintain the Project free and clear of all liens and encumbrances resulting from any action of the owner or work done at the request of the owner, except for such liens or encumbrances that result directly from nonpayment by Company of amounts due and owing to Vendor under this Agreement.

3.7. *No Action.* Except where such action is expressly permitted by this Agreement, Vendor shall not take any action that would cause a default under any Project Agreement.

3.8. *Emergency Action.* If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Vendor shall promptly notify Company and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Vendor shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

3.9. *Action in Extraordinary Circumstances.* In the event that (i) the Project or major Project equipment suffers an unplanned outage (or Vendor reasonably believes that such an occurrence is imminent), and (ii) Vendor has made reasonable, but unsuccessful, efforts to notify and communicate with Company regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Vendor shall:

- (a) take all necessary action to prevent or to mitigate such unplanned outage,
- (b) make reasonable efforts to minimize any cost associated with such remedial action and,
- (c) continue to attempt to notify and communicate with Company regarding the occurrence and the remedial action.

4. COMPANY RESPONSIBILITIES

4.1. *Access to the Site.* Company shall provide Vendor with all necessary access and cooperation to facilitate performance of the Services, including:

- (a) upon reasonable request by the Vendor, access to the Site for routine and unplanned maintenance activities, inspections, and to address any technical issues or defects;
- (b) in the event of an emergency on the Site, in accordance with Section 3.8 (*Emergency*) and 3.9 (*Extraordinary Circumstances*), a means of entry and permission for Vendor to enter the Site without consent of the Company.

5. COMPENSATION AND PAYMENT

5.1. *Payments.* As compensation to Vendor for performance of the Services hereunder or as compensation pursuant to another Project Agreement, Company shall pay Vendor the Monthly Fees as set forth in the Power Purchase Agreement.

5.2. [RESERVED]

5.3. [RESERVED]

5.4. [RESERVED]

5.5. *Billing and Payment.*

- (a) *Monthly Fees.* Company shall pay the Monthly Fees within thirty (30) days of receipt of an invoice from Vendor.
- (b) [RESERVED]

(c) [RESERVED]

(d) [RESERVED]

5.6. *Interest.* Any amount owed to either party under this Agreement by the other party which remains unpaid more than thirty (30) days after the date such amount is due and payable shall begin to accrue interest at the Reference Rate commencing on the thirty-first day after such due date.

6. PROCEDURES AND REPORTING

6.1. *Operating Data and Records.* Vendor shall monitor and record all operating data and information that (i) Company must report to any person or entity under any Project Agreement, and (ii) Company must report to any government agency or other person or entity under applicable Laws. Vendor shall report required operating data and information to Company in the EMS.

6.2. *Litigation, Permit Lapses.* Upon obtaining knowledge thereof, Vendor shall promptly notify Company in writing of: (i) any event of default under any of the Project Agreements; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Project or the Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Project or the Services; and (iv) any dispute with any governmental authority relating to the Project or the Services.

6.3. *Other Information.* Vendor shall promptly submit to Company any material information concerning new or significant aspects of the Project's activities that directly impact Company's use or benefit derived from the Project.

6.4. Change-in-Law

- (a) *Definition.* 'Change-in-Law' means any change in applicable law, regulation, tariff, code, tax, or binding order after the Effective Date that (i) applies generally to similarly situated projects, and (ii) directly and materially increases or decreases the cost to deliver Energy under this Agreement.
- (b) *Threshold and notice.* If a Party reasonably determines that a Change-in-Law will increase or decrease its costs by more than three percent (3%) of the annualized Energy Charges for a Contract Year, such Party shall provide written notice with reasonable detail and supporting workpapers.
- (c) *Adjustment mechanism.* Within thirty (30) days of notice, the Parties shall negotiate in good faith an equitable tariff adjustment to reflect the net cost impact, subject to: (i) audit rights as in Exhibit C(f); (ii) a per-Contract-Year cap of plus or minus ten percent ($\pm 10\%$) on resulting Energy Charges; and (iii) no duplication of recovery where costs are otherwise compensated.
- (d) *Interim payments.* Pending agreement or final determination, Company shall pay undisputed amounts. Any over- or under-payment shall be true up with interest at the Late Payment Rate upon resolution.
- (e) *Dispute resolution.* If no agreement is reached within sixty (60) days of notice, either Party may submit the matter to expedited dispute resolution under §14, with the neutral empowered to determine the net cost impact and corresponding adjustment consistent with this Section.

7. LIMITATIONS ON AUTHORITY

7.1. *General Limitations.* Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Company in writing, Vendor and any employee, representative, contractor or other agent of Vendor are prohibited from taking the specified actions with respect to the matters indicated below.

- (a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Company;
- (b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Company or (ii) that prohibits or otherwise restricts Vendor' right to assign such contract or agreement to Company at any time;
- (c) [RESERVED];
- (d) Other Actions. Take or agree to take any other action that materially varies from the requirements of any Project Agreement;
- (e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Company or Vendor, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- (f) Liens. Create, incur or assume any lien upon the Project, except as otherwise set forth herein;
- (g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Company or any other person or entity not expressly authorized by this Agreement or that violates applicable Laws, this Agreement or any Project Agreement; or
- (h) Agreements. Enter into any agreement to do any of the foregoing.

7.2. *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Company) to be executed by Vendor shall be executed by the authorized representative of Vendor or, subject to prior written notice to Company, by such other representative of Vendor who is authorized and empowered by Vendor to execute such documents.

8. TERM AND TERMINATION

8.1. *Term*. The term of this Agreement ("Agreement Term") shall begin upon execution of this Agreement ("Effective Date") and shall continue for twenty (20) years or concurrently with the Project Agreements, whichever is longer. The Term may, upon agreement of Company and Vendor, may be extended for additional periods of five (5) years each. This Agreement is subject to earlier termination pursuant to Sections 8.2, 8.3, 8.4 or 8.5.

8.2. *Immediate Termination By Company*. Subject to the terms of any Project Agreements, Company may terminate this Agreement immediately (i) upon the Bankruptcy of Vendor, (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence, or (iii) as set forth in another Project Agreement. If the Agreement is terminated by Company pursuant to Section 8.2(i) or 8.2(ii), Vendor shall be compensated for all unpaid Monthly Fees that are incurred as of the date of termination.

8.3. *Termination Upon Notice By Company*. Subject to the terms of any Project Agreements, Company may terminate this Agreement upon 10 days prior written notice to Vendor in the event (i) that Vendor violates, or consents to a violation of, any Laws applicable to the Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Company's interest, and Vendor does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Vendor diligently commences and pursues such cure and indemnifies Company for all related costs, of whatever kind), or (ii) of a material breach by Vendor in the performance of the Services, if Vendor does not cure such breach within 30 days from the date of Vendor' receipt of notice from Company demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Vendor diligently commences and pursues such cure and indemnifies Company for all related costs, of whatever kind). If the Agreement is terminated by

Company pursuant to this Section 8.3, Vendor shall be compensated for all unpaid Monthly Fees that are incurred as of the date of termination.

8.4. *Other Termination Upon Notice By Company.* Subject to the terms of any Project Agreements, Company may terminate this Agreement with 2 months prior written notice to Vendor, upon the occurrence of (i) a sale or transfer by Company of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Company, or (ii) a determination by Company that, for any reason, it no longer intends to continue operation of the Project. If the Agreement is terminated by Company pursuant to this Section 8.4, Vendor shall be compensated for (i) the fair market value of the Equipment as of the date of termination, (ii) a termination fee equal to \$175,000, and (iii) all incurred unpaid Monthly Fees, as of the date of termination.

8.5. *Termination By Vendor.* Subject to the terms of any Project Agreements, Vendor may terminate this Agreement for cause upon fifteen (15) days' prior written notice to Company in the event of: (a) Company's Bankruptcy; or (b) Company's failure to perform any material obligation under this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from Vendor (or, if not curable within thirty (30) days, within a period not exceeding ninety (90) days provided Company diligently pursues such cure). If this Agreement is terminated by Vendor pursuant to this Section 8.5, Company shall pay all unpaid Monthly Fees incurred as of the termination date.

8.6. *Project Condition At End Of Term.* Upon expiration or termination of this Agreement, Vendor shall remove its personnel from the Project. Vendor shall, at its sole discretion, elect to (i) leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted or (ii) remove the installed components of the Project and restore the site to a state similar to its preconstruction condition, at Vendor's expense. In the event that Vendor elects to leave the Project pursuant to clause (i), all equipment, special tools, improvements, inventory of supplies, spare parts, safety equipment, operating logs, records and documents maintained by Vendor pursuant to Section 3.5 and any other items furnished under this Agreement will be left at the Project and will become or remain the property of Company without additional charge. Company shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Vendor may have undertaken with third parties in connection with the Services. Vendor shall cooperate in taking all reasonable steps requested by Company required to effect the assumption of the contracts, provided that Company agrees to indemnify and hold harmless Vendor for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Vendor shall use commercially reasonable efforts to cooperate with Company or a succeeding operator to assure that the operation, maintenance and management of the Project are not disrupted.

8.7. *Modification of the Services.* Vendor reserves the right to modify or discontinue all or any portion of the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without prior notice. In the event there is a material reduction in the Services, Vendor will provide notice to Company within five (5) business days of the reduction of Services.

8.8. *Right of First Refusal.* If Vendor intends to sell, transfer, or otherwise dispose of their rights and obligations under this Agreement to any third party, other than in connection with (i) a sale of all or substantially all of Vendor's business or assets, (ii) a merger, consolidation, or similar corporate transaction involving Vendor, or (iii) an internal transfer to an affiliate of Vendor, Vendor shall first offer to sell to Company on the same terms and conditions as those offered to the proposed third-party purchaser. Vendor shall provide Company with written notice (the "Notice") setting forth the material terms and conditions of the proposed sale, including the identity of the proposed purchaser, the purchase price, and other material terms. Company shall have ten (10) days after receipt of the Notice to notify Vendor in writing of its election to purchase on those terms. If Company does not timely exercise its right, Vendor may proceed with the sale to the third party on terms no more favorable to the third party than those offered to Company. If Vendor proposes to sell on more favorable terms, Vendor shall first provide Company with a new Notice and the right to exercise its right of first refusal in accordance with this provision.

9. INSURANCE

9.1. *Obligation to Obtain.* Company and Vendor shall obtain and maintain the insurance set forth in Sections 9.2 and 9.3. Such insurance may be maintained under individual or blanket insurance policies.

9.2. *Vendor Coverage.* Vendor shall maintain during the term of this Agreement the insurance described below with financially sound and reputable insurers with an AM Best Rating of A-VII or better and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(a) Commercial general liability insurance on an “occurrence” basis on a form for the commercial general liability insurance with at least the following coverage/enhancements: (i) limits of not less than the following (which may be met in part by umbrella liability insurance which must be follow form over the commercial general liability insurance); (ii) one million dollars (\$1,000,000) Each Occurrence Limit; (iii) two million dollars (\$2,000,000) General Aggregate Limit (Other than Products - Completed Operations); and (iv) two million dollars (\$2,000,000) Products - Completed Operations for at least 36 months.

(b) Automobile Liability Insurance: If and to the extent Vendor or any entities on behalf of Vendor will come to the Delivery Point or the Site, such entities shall obtain and maintain business automobile liability coverage with coverage for “Hired Autos Only” and “Non-Owned Autos Only” and with minimum limits of not less than one million dollars (\$1,000,000) each accident limit. The policy limits may be satisfied by a combination of primary and umbrella or excess liability policies; however, any umbrella or excess liability policies must follow form over the business automobile liability insurance.

(c) Workers' Compensation Insurance: If and to the extent Vendor or any entities on behalf of Vendor will come to the Delivery Point or the Site, such entities shall obtain and maintain workers' compensation as required by Applicable Law and Employer's Liability insurance with minimum limits as follows: (i) one million dollars (\$1,000,000) bodily injury by accident for each person; (ii) one million dollars (\$1,000,000) bodily injury by disease for each person; and (iii) one million dollars (\$1,000,000) bodily injury by disease-policy limit. Any umbrella liability policies must follow the form over the employer's liability coverage.

(d) Umbrella Liability that shall be in excess of commercial general liability, business automobile liability, and employers' liability. Such insurance shall be written on an “occurrence” basis on a form acceptable to Company. Such insurance shall include a drop-down feature in the event any underlying limits are exhausted. Such insurance shall cover all operations of Vendor and shall minimally provide the same coverages, additional insureds, and terms and conditions included in the primary policies. The umbrella policy to the commercial general liability insurance must follow the commercial general liability insurance. Any umbrella policy should be endorsed to indicate that it is primary and non-contributory to any policies provided by Company and any of the other additional insureds. The umbrella policy shall have limits of not less than the following: (i) five million dollars (\$5,000,000) per occurrence and (ii) five million dollars (\$5,000,000) in aggregate.

The amounts of insurance required in the foregoing subsections 9.2(a), 9.2(b), 9.2(c), and 9.2(d), may be satisfied by Vendor purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified. Upon mutual agreement of the Company, Vendor may provide equivalent self-insurance in lieu of the requirements set forth in this Section.

All policies of liability insurance to be maintained by Vendor shall provide for waivers of subrogation in favor of Company, the Lenders and such other persons as may be required by the Project Agreements. These policies shall include the following:

- (i) a severability of interests or cross liability clause;
- (ii) insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Company or the Lenders; and
- (iii) Company, Lenders and such other persons or entities as may be required by the Project Agreements named as additional insureds.

All policies of insurance required to be maintained pursuant to Section 9.2 shall include a provision that bars any cancellation or reduction in coverage in a manner that affects the interests of Company, without 60 days prior written notice to Company, except for termination for non-payment of premium, which shall require 10 days prior

written notice to Company. Company has the option in placing the coverages listed above and naming the Vendor as an additional insured.

9.3. *Company Coverage.* Company shall maintain from and after the date of this Agreement the insurance described below with limits and coverage provisions not less than the limits and coverage provisions set forth below. Such insurance may be provided through any combination of commercial insurance, self-insurance, risk pools, or other programs of financial responsibility customarily used by government entities. Any commercial insurers or reinsurers providing coverage shall be financially sound and reputable and, to the extent applicable, have an A.M. Best Rating of A-VII or better (or an equivalent rating from another nationally recognized rating agency).

(a) Commercial general liability insurance on an "occurrence" basis on a form for the commercial general liability insurance with at least the following coverage/enhancements: (i) limits of not less than the following (which may be met in part by umbrella liability insurance which must be follow form over the commercial general liability insurance); (ii) one million dollars (\$1,000,000) Each Occurrence Limit; (iii) two million dollars (\$2,000,000) General Aggregate Limit (Other than Products - Completed Operations); and (iv) two million dollars (\$2,000,000) Products - Completed Operations for at least 36 months. Company may provide adequate self-insurance in lieu of the requirements set forth in this Section.

9.4. [RESERVED]

9.5. *Certificates.* On or before the date on which insurance must be provided, each party shall furnish certificates of insurance to the other party evidencing the insurance required pursuant to this Agreement. Each party shall cooperate with the other to ensure collection from insurers for any loss under any such policy.

9.6. *Payment Of Deductible Amounts.* Notwithstanding which party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Vendor shall promptly pay to Company any deductible amount related to any claim against or other cost to Company covered under any such insurance policy which arose due to the gross negligence of Vendor.

10. INDEMNIFICATION AND LIABILITIES

10.1. *Indemnification.*

(a) Indemnification by Vendor. General Indemnity. Vendor shall defend, indemnify and hold harmless Company and each of its respective officers, directors, shareholders, managers, members, partners, employees, representatives, agents, creditors, successors and assigns (each, a "Company Indemnified Party") from and against any and all third-party suits, actions, losses, damages, injuries, liabilities, claims, demands, penalties, assessments, interest, and causes of action, and all associated expenses (including reasonable attorneys' fees), for: (a) bodily injury or death to any person, including employees of Vendor or its subcontractors; and (b) damage to any property, to the extent caused by Vendor or its subcontractors or their agents or employees, arising out of or connected with this Agreement, the transactions contemplated hereby, or the negligence or willful misconduct of Vendor or its subcontractors. Vendor's indemnity obligations under this Section 10.1(a) shall be reduced to the extent of any damages caused by the gross negligence, willful misconduct, or fraud of a Company Indemnified Party; provided, however, that Vendor's aggregate liability for indemnity obligations under this Section 10.1(a) shall be subject to the limitations set forth in Section 11.1(b), except that no such limitation shall apply to third-party claims for bodily injury or death to the extent caused by the gross negligence or willful misconduct of Vendor.

(b) Infringement Indemnity. Vendor shall defend, indemnify and hold harmless the Company Indemnified Parties from and against all third party suits, actions, losses, damages, claims and liabilities of any type or description, including but not limited to reasonable attorneys' fees and expenses, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of copyright, trademark, trade secret, or otherwise) resulting from Vendor' Services or any material breach of representations and warranties contained in Section 15.9(d). Each Party agrees to notify the other as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the notifying

Party has actual knowledge. Upon notification by Company or upon learning of the matter on its own accord, Vendor shall, without limitation, defend (subject to reasonable consultation with Company) such action or claim at Vendor' expense and pay the cost and damages and attorneys' fees awarded against Company in such action or claim; *provided, however*, that Vendor shall have the right to control the defense and settlement of all such actions or claims, which such settlement shall be subject to the consent of Company. Indemnification pursuant to this section shall not be predicated on Company having made payment on any such claim. In the event the apparatus or equipment, or any part thereof furnished hereunder as part of the Services, in such a suit or proceedings under this section is held to constitute infringement, and its use is enjoined, Vendor shall, at its option, and with Company's approval, and at Vendor' expense, either: (a) procure for Company the right to continue using said software, parts and components thereof; (b) replace it with non-infringing apparatus or equipment; or (c) modify it so it becomes non-infringing while retaining equivalent functionality.

(c) Indemnification by Company. Company shall defend, indemnify and hold harmless Vendor and its Affiliates and each of their respective officers, directors, shareholders, Affiliates, managers, members, partners, employees, representatives, agents, creditors, successors and assigns (each, an "Vendor Indemnified Party") from and against any and all third-party suits, actions, losses, damages, injuries, liabilities, claims, demands, penalties, assessments, interests and causes of action and expenses (including but not limited to reasonable attorneys' fees, and expenses), for (a) material breach of this Agreement or applicable law or (b) damage to any property, to the extent caused by the Company or its agents or employees, which arises out of or is connected with this Agreement, the transactions contemplated by this Agreement or the negligence or willful misconduct of Company or its agents or employees, provided that Company's indemnity pursuant to this Section 10.1(c) shall be reduced to the extent of any damages are caused by the gross negligence or contractual breach of the Vendor Indemnified Party.

10.2. *Environmental Liability.*

(a) Vendor Liability. Vendor shall not be responsible for claims directly or indirectly related to hazardous materials present at the Project before the date of this Agreement, except to the extent Vendor acted with respect to such materials in a grossly negligent manner. Company shall defend, indemnify and hold Vendor harmless against such claims, except to the extent such claims arise from Vendor' grossly negligent or intentional acts.

(b) Company Liability. Company shall not be responsible for claims directly related to hazardous materials at the Project arising out of the grossly negligent or intentional acts of Vendor. This provision of the Agreement shall not be construed to require Vendor to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws during the term of this Agreement, Company shall be responsible for the costs of compliance.

11. LIMITATIONS OF LIABILITY

11.1. *Limitations Of Liability.*

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Vendor and Company each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Damages Limited to Annualized Monthly Fees. The aggregate liability of Vendor (except for those claims that are subject to the provisions of Section 10.1(a) (*Indemnification by Vendor*) or covered by the insurance set forth in Section 9, and then only to the extent such claims are actually covered thereby, after giving effect to any deductibles, exclusions, limits, or self-insured retentions thereunder) with respect to claims of Company arising out of the performance or nonperformance of obligations under this Agreement. Vendor' liability shall in no event exceed, during any year of the Term, the total Monthly Fees payable to Vendor during such year plus the amount necessary to satisfy Vendor' indemnification responsibilities under Section 10.

(c) Personal Liability Limited. Vendor and Company each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Company or Vendor for the payment of any amounts due hereunder, or performance of any obligations hereunder. Vendor shall look solely to the assets of Company for the satisfaction of each and every remedy of Vendor in the event of any breach by Company. Company shall look solely to the assets of Vendor for the satisfaction of each and every remedy of Company in the event of any breach by Vendor.

(d) Survival. The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the members, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such party.

(e) Exclusivity. The provisions of this Agreement constitute Vendor' and Company's exclusive liability, respectively, to each other, and Vendor' and Company's exclusive remedy, respectively, with respect to the Services to be performed hereunder and Company hereby releases Vendor performing Services hereunder, and Vendor hereby releases Company performing its obligations hereunder, from any further liability.

12. CONFIDENTIALITY

12.1. *Vendor.* Vendor agrees to hold in confidence for a period of three (3) years after the termination date of this Agreement, any information supplied to Vendor by Company or others acting on its behalf. Vendor further agrees, to the extent requested by the supplier of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure agreements relative to such information, prior to the receipt thereof.

12.2. *Company.* Company agrees to hold in confidence for a period of three (3) years from the termination date of this Agreement, any information supplied to Company by Vendor or others acting on its behalf, provided that Company may disclose such information as is required by Lenders (including their agents and advisors), provided Lenders enter into appropriate nondisclosure agreements. Company further agrees, to the extent requested by the supplier of such information, to require its members and contractors to enter into such appropriate nondisclosure agreements relative to such information, prior to their receipt thereof.

12.3. *Exceptions.* The provisions of this shall not apply to information that was in the public domain, was already in the receiving party's possession, or was received lawfully and free of any obligation to treat it as confidential.

12.4. *Required Disclosure.* If a receiving party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Section 12, the receiving party will notify the other party promptly in writing, unless prohibited by applicable law, so that the other party may seek a protective order or other appropriate remedy (which the receiving party will not oppose), or, in the other party's sole discretion, waive compliance with the terms of this Agreement.

13. TITLE, DOCUMENTS AND DATA

13.1. *Materials And Equipment.* Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Vendor hereunder shall pass immediately to and vest in the Party that owns or leases the Equipment upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect Vendor' obligations as set forth in this Agreement.

13.2. *Documents.* In the event that Company owns or leases the Equipment, copies of all materials and documents prepared or developed by Vendor, its employees, representatives or contractors in connection with the Project or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and

accounts and excluding all financial documentation created by Vendor, shall be provided to Company upon execution of this Agreement or as prepared or created.

13.3. *Review By Company.* All materials and documents referred to in Section 13.2 hereof shall be available for review by Company or Lenders (including their agents or advisors) at all reasonable times during development and promptly upon completion.

13.4. *Proprietary Information.* Where materials or documents prepared or developed by Vendor or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how belonging to Vendor, acquired from third parties by Vendor, or by others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Company shall have the right to the same to the extent necessary for operation or maintenance of the Project.

13.5. *License to Usage Data.* Company grants Vendor a non-exclusive, transferrable, royalty-free license to access, review, and analyze Company's data collected through the usage of the EMS provided by Vendor (the "Usage Data") and otherwise support Company's efficient and optimal use of the EMS and Equipment. Vendor may also use the Usage Data for its internal business purposes, including, but not limited to, for improving the performance of the EMS and Equipment. Only anonymized and aggregated data will be disclosed externally, unless otherwise agreed in writing by the Parties.

14. RESOLUTION OF DISPUTES

14.1. *Resolution Through Discussions.* If any dispute or difference of any kind (a "Dispute") arises between Company and Vendor in connection with, or arising out of, this Agreement, the Company and Vendor within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Company and Vendor shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 Business Days, the Dispute shall be referred within 2 Business Days of the lapse of the 5 Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Company and Vendor have had at least 5 Business Days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

14.2. *Arbitration.* Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.3. *Continued Performance.* During the pendency of any arbitration, Vendor and Company shall continue to perform their obligations under this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1. *Assignment.*

(a) Vendor shall have the right to assign this Agreement or Power Purchase Agreement in whole or in part to (a) one or more of its wholly owned Subsidiaries, or (b) an entity that acquires all or substantially all of Vendor's business or assets, whether by merger, reorganization, acquisition, or sale without prior written consent of Company, but upon notice to Company within five (5) Business Days of such assignment.

(b) Company shall have the right to assign this Agreement or Power Purchase Agreement in whole or in part to (a) one or more of its wholly owned Subsidiaries, or (b) an entity that acquires all or substantially all of Company's business or assets, whether by merger, reorganization, acquisition, or sale without prior written

consent of Vendor, but upon notice to Vendor within five (5) Business Days of such assignment, to its financing parties.

(c) A Party may not assign this Agreement or Power Purchase Agreement other than as provided in this Section without the prior written consent of the other Party. Any attempted assignment of this Agreement or Power Purchase Agreement in contravention of the terms of this Agreement shall be void and unenforceable.

15.2. *Access to Project.*

(a) Company. Company, Lenders and their respective agents and representatives shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of Company, Lender or their respective agents and representatives, Vendor shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

(b) Cooperation. During any such inspection or review of the Project, each of Company, Lender and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Vendor' safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Vendor' activities. Vendor agrees to cooperate fully with Company, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

16. *Force Majeure.* If either Company or Vendor is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform.. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

16.1. *Amendments.* No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

16.2. *Survival.* Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 7, 10, 12 and 14 and the limitations of liabilities set forth in Section 11, shall survive in full force despite the expiration or termination of this Agreement.

16.3. *No Waiver.* It is understood and agreed that any delay, waiver or omission by Company or Vendor with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Company or Vendor of any subsequent breach or default of the same or other required performance on the part of Company or Vendor.

16.4. *Notices.* All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be (i) in writing and shall be given to each party at its address or email set forth in this Section 15.7 or at such other address or email as hereafter specified as provided in this Section 15.7 or (ii) sent via the EMS. All Notices shall be (i) delivered personally or (ii) electronic mail, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to given (A) when transmitted if sent electronic mail or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Vendor:

Altris Energy, LLC
86 West 1100 South,
Farmington, UT 84025
ATTN: Legal Department
E-Mail: mpolson@altr.is

To Company:

Ticaboo Utility Improvement District Manager
HC 60 Box 2140
Ticaboo, UT 84533
ATTN: John Motley

16.5. *Fines And Penalties.* If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Vendor or Company arising from Vendor' failure to operate and maintain the Project in accordance with applicable Laws without Company's prior written consent, such fines and penalties shall, subject to the limitations set forth in Section 11, be the sole responsibility of Vendor.

16.6. *Representations And Warranties.* Each party represents and warrants to the other party that:

- (a) such party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;
- (b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and
- (c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Agreement.

16.7. *Intellectual Property.*

- (a) Vendor represents and warrants to Company that (i) it owns or is licensed or is otherwise lawfully permitted to use any and all of the inventions, processes, know-how, trade secrets, technical expertise, copyrights, trademarks, patents and other intellectual property relating to the performance of the Services, and (ii) the performance of the Services, as reasonably contemplated under this Agreement, will not infringe on the inventions, processes, know-how, trade secrets, technical expertise copyrights, trademarks, patents and other intellectual property of any third party.
- (b) Company acknowledges that Vendor and its licensors own all Intellectual Property Rights related to the Project and the Services. Subject to Company's compliance with this Agreement and the Project Agreements, Vendor grants to Company a non-exclusive, non-transferable (except in connection with a permitted assignment of the Project Agreements), royalty-free license to use such Intellectual Property Rights solely to operate, maintain, repair, and replace the Project at the Site for the Term and any agreed decommissioning or transition period. Company may sublicense such rights only to contractors performing such services on its behalf and only for the duration of such services.

16.8. *Counterparts.* The parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

16.9. *Governing Law and Jurisdiction.* The Parties hereto hereby submit to the exclusive jurisdiction of the United States District Court for the District of Utah and of any Utah state court sitting in Salt Lake City for the purposes of all legal proceedings arising out of or relating to this agreement or the transactions contemplated hereby. Each party irrevocably waives, to the fullest extent permitted by applicable law, any objection which it

may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum

16.10. *Partial Invalidity.* If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

16.11. *Captions.* Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

16.12. *Vendor's Warranties.* In the event that Company owns or leases the Equipment and for Company's benefit, Vendor shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, Company releases Vendor from any further liability arising in respect of such equipment, material or services (other than the Services) to the extent such liability is covered by any such warranty. Vendor itself shall not be liable for any such warranties, or for any defects or damage caused by such equipment, material or services (other than the Services). Upon Company's request, Vendor agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by Company for Company's benefit or assignable by Vendor to Company without any further action or consent by or on the part of any third party. Unless otherwise requested, Vendor shall administer such warranties and immediately notify Company of any defects discovered or suspected that may be covered by such warranties. When requested, Vendor shall assign any such warranty to Company and assist Company with the administration and enforcement of such warranty, or, if such warranty is not assignable to Company, assist Company with the administration and enforcement of such warranty. Any warranty under this Section shall be in addition to any warranty offered under the applicable Project Agreements.

EXHIBIT B

A. System Details, Pricing, and Specifications

This Exhibit B forms an integral part of the Power Purchase Agreement (“Agreement”) between Vendor (“Provider”) and Company (“Company”) and documents the agreed system configuration, pricing, and included items for the Project. All capitalized terms shall have the meaning set forth in the Agreement.

1. New System Details

| Item | Price (USD) | Quantity | Total Price (USD) |
|--|-------------|----------|-------------------|
| Altris Power System | 2,050,000 | 1 | 2,050,000 |
| Solar Panels – 370 kW, Ground Mounted | Included | — | Included |
| Inverters | Included | — | Included |
| Battery Storage – 1,750 kWh | Included | — | Included |
| Total Installation (including materials, labor, and commissioning) | Included | — | Included |
| Security, Monitoring | Included | — | Included |
| Warranties and Guarantees | Included | — | Included |
| Contingency Fund | | | \$50,000 |
| Net System Cost | — | — | \$2,100,000 |

2. Other Items Included at No Additional Cost

The following items are provided to the Company at no additional charge as part of the total system cost:

1. Engineering and permitting.
2. On-line and physical security systems.
3. Continuous installation project collaboration, milestone reviews, and acceptance with Altris staff.
4. Resolution of maintenance issues that arise during the term of the Agreement.
5. 24-hour system monitoring.
6. Solar Panels Warranty – 25 years parts and labor.
7. Inverter Warranty – 10 years parts and labor.
8. Battery Warranty – 10 years parts and labor.
9. Three-year guarantee that all installed components meet or exceed proposal specifications.
10. 24/7 service availability.

11. Backup maintenance providers in the event that Suncatcher or Starfield Engineering ceases operations.

3. Solar System Components and Specifications

- **Solar Panel Manufacturer:** Q.PEAK DUO ML-G11 Series 480–500Wp – Made in USA.
- **Inverter:** Fortress Power Envy True12 Whole Home Solar Hybrid Inverter (12 kW).
- **Battery:** Fortress Power eFle5.4 / kit combo, Lithium Ferro Phosphate (LFP).
- **Racking:** Snap n Rack.

B. BESS Storage Service for Generator-to-BESS (Non-Project Energy)

1. Storage Service Fees

| Item | Rate | Notes |
|---------------------------------|-------------------------------|---|
| Throughput Fee | \$0.1132 per kWh | Applied to G-to-BESS Discharged Energy each month (net of RTE per Exhibit C). |
| Monthly Storage Reservation Fee | \$905.75 per month | Fixed minimum monthly fee reflecting expected use of sixteen percent (16%) of BESS energy capacity for G-to-BESS Energy; payable regardless of actual usage. |
| Annual Escalation | 2.0% per year | Applied each Contract Year to both fees on the anniversary of the Commission Date. |

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2. General

The Storage Service Fees are intended to recover Vendor’s costs associated with storage degradation and operation resulting from G-to-BESS Energy. The Parties may mutually agree in writing to adjust the Storage Service Fees if materially different usage patterns persist over at least two (2) consecutive Contract Years.

EXHIBIT C

Metering & Settlement

- a) Metering configuration. Settlement energy shall be measured by revenue-grade meters installed at the points of delivery and as shown on the one-line diagram attached to this Exhibit C. The metering configuration shall, at a minimum, include: (i) PV production meter; (ii) BESS charge meter; (iii) BESS discharge meter; (iv) Site delivery meter to COMPANY; and, if applicable, (v) Generator-to-BESS charge meter. PV and generator power to the battery shall be metered separately and billing will occur on a pro-rata basis. If in a given month the battery was charged by PV (as measured by the PV production meter) for 80% and by the generator (as measured by the Generator-to-BESS charge meter) for 20%, 80% of the output to TUID (as measured by the BESS discharge meter) will be billed at the Project Energy Rate (par. 4.4) and 20% at the Storage Rate (par.4.9)
- b) Accuracy and standards. Revenue-grade meters shall comply with ANSI C12.20 Class 0.2% or better (or successor standard). Time synchronization shall be GPS-disciplined or equivalent to maintain a time drift no greater than 1 second per 24 hours.
- c) Data capture and retention. Interval data shall be captured at 15-minute or finer granularity and retained for not less than seven (7) Contract Years after the date of creation. Each Party shall have read-only access to interval data and monthly settlement files through a secure portal or agreed data interface.
- d) Meter testing and adjustment. Either Party may request meter testing not more than twice per Contract Year upon ten (10) Business Days' notice. If a meter is found to be outside allowable tolerances, settlement quantities for the period from the last successful test (or six (6) months if no prior test) shall be adjusted using the best available data. The requesting Party shall bear the cost of any test unless the meter is found to be inaccurate beyond tolerance, in which case the owning Party shall bear the cost.
- e) Estimation. If data is missing or corrupted, settlement shall be based on mutually agreed estimation using redundant meters, SCADA data, or historical performance normalized for weather and operating conditions.
- f) Audit rights and dispute timeline. Each Party may audit metering and settlement records upon ten (10) Business Days' notice, not more than once per Contract Year, during normal business hours. Any billing dispute must be raised within one hundred eighty (180) days of invoice receipt; undisputed amounts shall be paid when due.
- g) Cybersecurity. Metering and data systems shall implement commercially reasonable administrative, technical, and physical safeguards, including role-based access control, encryption of data in transit, and event logging retained for one (1) year.
- h) One-line diagram. The attached one-line diagram forms an integral part of this Exhibit and may be updated by mutual written agreement to reflect as-built conditions without formal amendment to the Agreement.