



CYPRESS CREEK PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE

The terms and conditions stated herein (the “CCR Terms”) together with the terms in the body of the purchase order to which these CCR Terms refer (together, the “Purchase Order”) constitute an offer by Cypress Creek Renewables Development, LLC or its Affiliate set forth on the Purchase Order (“Company”) to Vendor upon the terms and conditions stated in the Purchase Order, and will become a binding contract upon acceptance either by Vendor written acknowledgement, deemed acceptance as described below, or by Vendor performance in whole or in part of the Services. Unless Vendor expressly rejects this offer in writing within five (5) days of receipt, Vendor shall be deemed to have accepted this offer. No additional or different terms contained in any Vendor invoice, quote, proposal, sales order or other document supplied by Vendor will be binding on Company, and Company expressly rejects such additional or different terms. Notwithstanding the foregoing, to the extent the body of the Purchase Order references a separate agreement or terms and conditions governing the Purchase Order other than these CCR Terms, the terms and conditions set forth in such referenced agreement or terms and conditions shall govern with respect to such Purchase Order and these CCR Terms shall not apply. Vendor should keep these CCR Terms on file as they may not be sent with each individual purchase order, but it is intended that these CCR Terms govern all purchase orders between Vendor and Company unless otherwise specified in the body of such purchase order. These terms and conditions shall remain in effect until otherwise notified by Company. Vendor and Company may be referred to as a “Party” or, collectively, as the “Parties” within these CCR Terms.

2. TIMING, DELIVERY AND SHIPPING

Time and rate of deliveries of Product and performance of Services are of the essence for this Purchase Order. Vendor shall deliver the goods, or any components of goods described on the face of the Purchase Order (if applicable) (collectively, the “Products,” and, each, individually, a “Product”) and perform any services described on the face of the Purchase Order (if applicable) (the “Services”) in a prompt and expeditious manner on the timeline directed by Company so as to avoid delay in the development or construction of project or projects being contemplated, or being completed, by Company (a “Project” or “Projects”). Vendor will notify Company immediately whenever it has reason to believe that circumstances either within or beyond Vendor’s control are likely to delay or prevent Vendor’s timely delivery of the Product and/or performance of the Services. Vendor is responsible for all reasonable Company costs and damages in the event of any Vendor delay to, or any failure to, deliver the Products or perform any of the Services. Company reserves the right to cancel the Purchase Order and reject the Products or Services, upon Vendor’s notice of delay or likely delay or failure to deliver the Products or perform the Services. Company may, in its sole discretion, accept a revised delivery or performance schedule. Such revisions will be binding on Company only if Company has given its express written consent to the change. Company may require Vendor to make late shipments via the fastest means available, shipped prepaid at Vendor’s sole expense. Vendor will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Company’s agreed delivery schedule. Vendor agrees to make all deliveries of Products as specified in this Purchase Order, including the use of the carrier and routing, if stated, and to the exact destination required. Vendor shall bear the cost for any packing containers, loading, draying, storage or transportation reasonably required for safe and secure shipment unless otherwise authorized by this Purchase Order (as noted in the Incoterms). To the extent Company agrees to reimburse Vendor for such services as indicated in the Purchase Order, Vendor further agrees to store, transport, pack, mark, and describe all merchandise to obtain the lowest rate under freight and express classifications, except when Company otherwise specifies such in writing, and any additional costs arising from failure to comply with this provision shall be charged to the Vendor’s account. Vendor agrees promptly to post (i) all bills of lading and shipping receipts to Company, as well as (ii) as applicable, the serial numbers, batch or lot numbers, and other identifying labeling of the Products, on the date of shipment or to include them with the shipment.

3. SECURITY INTEREST

Vendor will not retain nor permit to exist any security interest (whether Vendors’ own or that held by a third party) in any Products shipped to Company pursuant to any Purchase Order. Vendor shall immediately take all steps necessary

to obtain the removal of any such security interest. Vendor shall indemnify Company from and against any such security interest and the costs and expenses associated therewith, including reasonable attorney's fees and costs.

4. INSPECTION OF WORK

Company may accept or reject any or all Products delivered or Services performed within a reasonable time after receipt, in Company's sole discretion. Acceptance of the Products or Services shall in no way be a waiver of or impair Company's right to reject or revoke its acceptance of nonconforming Products or Services, or to avail itself of any other remedies to which Company may be entitled, notwithstanding Company's knowledge of the nonconformity, the substantiality of the nonconformity or ease of discovery of the nonconformity.

5. INVOICES

Vendor shall provide invoices upon Company receipt of delivery of Products or performance of Services at the location or locations contemplated by this Purchase Order or as otherwise stated in this Purchase Order. Company may adjust the amount due on any invoice for shortage, rejection, or revocation of acceptance of any Products or of any Services. Any cash discount period available to Company shall commence on the earlier of date of receipt of the Products or the date of receipt of the invoice. Vendor shall clearly identify on each such invoice the original Purchase Order number or the applicable contract with Company for any delivery of Products including backordered items, or for any provision of Services. In making payments hereunder, Company shall be entitled to conclusively presume that payment information furnished by Vendor, such as name, account number(s) and name of payee, is accurate. In no event shall Company make a second payment where the first payment is made in accordance with the Vendor furnished information. All payments shall be in U.S. currency. Unless otherwise set forth on the face of the Purchase Order, payment terms shall be net sixty (60) days from date of receipt of invoice unless otherwise agreed to under this Purchase Order. All Vendor invoices must be submitted promptly but in no event later than the tenth (10th) day of the month following the month in which Products or Services are provided pursuant to this Purchase Order. All invoices must be accompanied by lien waivers and releases sufficient to discharge all liens, lien rights and applicable UCC-1 Financing Statements for Services provided or Products delivered through the date of such invoice.

6. TAXES

The price for the Products and/or Services set forth on the Purchase Order shall be inclusive of any sale, use or other excise taxes. Vendor shall be responsible for making payment of any such taxes to the applicable taxing authorities or provide appropriate exemption or resale certificates, and Vendor shall remit any such taxes or exemption certificates to the applicable taxing authorities. Company shall use commercially reasonable efforts to assist Vendor in completing any appropriate exemption or resale certificates. Further, (i) Vendor shall bear the cost of, and be responsible for paying, any tariffs, customs or duties imposed on the Products in connection with the Vendors performance of its obligations hereunder (subject to any applicable Incoterms) and (ii) Company shall have no liability or responsibility for any income, employment or other taxes incurred by Vendor in the provision of the Services or the delivery of the Products.

7. WARRANTIES

Vendor provides the limited product warranty for the Products sold and delivered pursuant to any purchase order subject to the terms and conditions set forth in the product warranty made available by Vendor on its website or otherwise provided to Company (the "Limited Product Warranty"). The Limited Product Warranty with respect to the Products will commence upon the date of delivery of the Products to the Delivery Location (the "Warranty Commencement Date"). The Limited Product Warranty shall run directly to Company, Owner, any Company Affiliate, any Company Financing Party, to a Company customer, a Project purchaser, or the Product end user, or any other party as may be indicated on the Purchase Order (each a "Company Party," and, collectively, the "Company Parties"). The Limited Product Warranty may be transferred or assigned to such Company Parties, in the sole discretion of Company or any successor assignee, and without Vendor consent. In the case where the Limited Product Warranty runs or has been assigned directly to a Company Party, Company will provide each such Company Party with a copy of the Limited Product Warranty. Vendor also warrants that any Products delivered pursuant to this Purchase Order (i) conform to all requirements of the Federal Occupational Safety and Health Act 29 U.S.C. § 651 et seq., and any corresponding regulations, including any requirements that such Products be certified pursuant to the Occupational Safety and Health Administration Nationally Recognized Testing Laboratory Program as required by 29 C.F.R. §§ 1910.27, 1910.36, 1910.106-107, 1910.109-111, 1910.157, 1910.159-160, 1910.162, 1910.164-165, 1910.178, 1910.180-181, 1910.253,

1910.265, 1910.268, 1910.303, and 1910.307, and any other applicable federal and state laws at the time of delivery (ii) have been designed and engineered according to reasonable and prudent professional standards and skill, expertise and diligence of design professionals regularly involved in the design, manufacture and supply of such Products to solar photovoltaic projects located in the United States of technology, complexity and size similar to that of the Project. Vendor warrants that it shall provide any Services provided under this Purchase Order in accordance with generally accepted professional practices existing at the time of performance for the locality where the Services are performed. Vendor represents and warrants that it is and will continue to be for the duration of the warranties set forth herein (i) appropriately licensed and registered to perform the Services in the location or locations contemplated by this Purchase Order and (ii) ISO 9001:2015 certified or have a quality management system that meets such requirements and standards. For all Services performed in connection with this Purchase Order, Vendor shall comply with all applicable statutes, laws, codes, ordinances, rules, regulations and governmental orders pertaining in any way to the Services, including (i) all applicable equal employment opportunity laws (ii) in connection with, and in the country, of the manufacturing, testing and shipping of the Products to Company, and Seller shall promptly notify Company of any known non-compliance therewith. The representations and warranties made by Vendor with respect to the Services provided hereunder shall survive for a period of 24 months following completion of the Project for which Vendor's Services are being provided, and shall be in addition to any other warranties, whether express, implied or statutory.

8. CHANGES

Company shall have the right at any time prior to completion by Vendor of the Services, or acceptance of any Products to make changes in quantities, in drawings and specification, in delivery or performance schedules, and methods of shipment and packaging. If such changes cause an increase or decrease in prices, or in the time required for delivery of Products or performance of Services, Vendor shall promptly notify Company in writing, and an equitable adjustment to this Purchase Order may be made based on direct, verifiable and documented costs or schedule impacts incurred by Vendor, *provided* that no such adjustment shall be provided where any such change is requested by Company due to Vendor's failure to comply with these CCR Terms. Vendor and Company agree to use commercially reasonable efforts to agree to such equitable adjustment. Notwithstanding the foregoing, Company shall have the right to direct Vendor to make any such required changes and upon such direction Vendor shall be entitled to a price change equal to the actual, verifiable and documented costs incurred by Vendor as a result of such change plus five percent (5%) for overhead and profit. Changes shall not be binding upon either Party unless evidenced by a written purchase order change notice issued by an authorized purchasing agent or employee of Company.

9. TITLE; RISK OF LOSS

Subject to any applicable Incoterm, title to any and all Products covered by a Vendor invoice will pass to Company upon the earlier of (i) delivery of such Products to the designated delivery location set forth on the face of the Purchase Order in the "Ship To" section (the "Delivery Location"), and (ii) payment in full for such Products. Risk of loss to the Products shall remain solely with Vendor until the Products are unloaded by Company at the Delivery Location. Vendor is solely responsible for any property damage to any items it uses to deliver the Products or to provide Services as described in this Purchase Order.

10. INSURANCE

During Vendor's performance under this Purchase Order, and any warranty period, Vendor and its subcontractors, if any, shall secure and maintain, at its own expense, the following insurance policies and coverages with insurance companies satisfactory and acceptable to Company, and authorized to conduct business in the state where work is performed, and shall furnish Company certificates evidencing such insurance policies and coverages prior to commencement of Services or delivery of the Products, and at each policy anniversary during the Term of the agreement:

- (a) Worker's Compensation and Employer's Liability Insurance which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable; Employer's Liability limit shall be \$1,000,000 per accident for bodily injury and \$1,000,000.00 per employee/aggregate for disease;
- (b) Commercial General Liability insurance, on an occurrence form, with a minimum limit of liability of (i) for projects of a capacity 10MW dc or lower: \$5,000,000.00 per occurrence and \$6,000,000.00 aggregate for injury and/or death and/or property damage, (ii) for projects of a capacity of greater than 10MW dc: \$10,000,000.00 per occurrence and \$11,000,000.00 aggregate for injury and/or death

and/or property damage, using ISO Occurrence form CG 0001 12/07 or its equivalent, including contractual liability, sudden & accidental pollution, products and completed operations liability, with no exclusion for explosion, collapse or underground (XCU), no exclusion for work performed within 50 feet of a railroad, and independent contractors; liability limits may be achieved with a combination of primary and umbrella/excess liability policies.

- (c) Business Automobile Liability Insurance covering all owned, leased, hired, and non-owned / borrowed vehicles and equipment used by the Vendor with a minimum combined single limit of liability of (i) for projects of a capacity 10MW dc or lower: \$5,000,000.00, and (ii) for projects of over 10MW dc in capacity \$10,000,000.00, for injury and/or death and/or property damage (limit may be achieved with a combination of primary and umbrella/excess liability policies),
- (d) if Vendor is providing professional services, Professional Liability insurance with limits at least of (i) for projects of a capacity 10MW dc or lower: \$1,000,000.00 per occurrence and annual aggregate, and (ii) for projects of over 10MW dc in capacity \$3,000,000.00 per occurrence and annual aggregate, which shall be renewed, or extended reporting period maintained, for a minimum of two years following completion of the Project for which Vendor's work under this agreement is intended, and
- (e) transit, all risk property, coverage in an amount equal to the replacement cost of any shipment of Products to Company.

All insuring companies must have a minimum AM Best rating of A- VIII. Company, its affiliates, officers, directors, managers, employees, agents, assigns, successors, and any financing parties, shall be named as additional insureds on all insurance policies (except Workers Compensation and Professional Liability) on a primary and non-contributory basis. All insurance policies must include Waivers of Subrogation in favor of Company and the other additional insured parties required herein. Insurance limit requirements included in this section shall not limit Vendor's insurance companies' liability to Company. These requirements are not intended as guidance for Vendor's insurance purchase decisions. Vendor's insurance shall be primary and non-contributory to any insurance or self-insurance maintained by Company and the additional insureds. Any deductibles maintained by Vendor, and/or its Subcontractors, shall be the sole responsibility of Vendor. Vendor or its insurers shall provide thirty (30) days prior written notice of cancellation to Company, provided that ten (10) days prior written notice of cancellation is accepted for nonpayment of premium.

Vendor shall require its subcontractors of all tiers to procure and maintain the same types and amounts of insurance required above, and all such policies (except Workers Compensation and Professional Liability) shall name Company, its affiliates, officers, directors, managers, employees, agents, assigns, successors, and any financing parties as additional insured on a primary and noncontributory basis. All subcontractor policies shall be endorsed to include a waiver of subrogation provision in favor of Company and the other additional insured parties.

11. NO WAIVER

No valid waiver of any provisions contained herein shall occur unless made in writing and signed by Company. Failure of Company to insist upon strict performance or to object to any attempted modification shall not constitute waiver of any provisions. Company reserves the right to insist at any time on strict compliance with the terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

12. TERMINATION

Company reserves the right to cancel or suspend, at any time, by written notice, in whole or in part, this Purchase Order. Except in the case of termination for breach, Company's sole obligation shall be to pay Vendor all amounts due and not previously paid to Vendor for Products furnished or Services rendered in accordance with this Purchase Order. This Purchase Order may be terminated by Company, in Company's sole discretion, as follows (each, an "Event of Default"):

- (i) if Vendor breaches any of the terms or conditions set forth in this Purchase Order; or
- (ii) if Vendor, or an Affiliate of Vendor, or any Vendor subcontractor that shall provide Services or Products pursuant to this Purchase Order, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over its property, becomes subject to a voluntary or involuntary bankruptcy petition, and/or is liquidated or dissolved or its affairs are wound up.

Any such termination by Company shall be without prejudice to any other right or remedy Company may have under this order or at law or in equity. No such remedy of Company shall be exclusive of any other remedy.

This Purchase Order may be suspended by Company in its sole discretion. For any suspension or delay exceeding sixty (60) days in the delivery of Products or in the performance of the Services, Vendor may, at its sole option (1) require a

payment to be made for any reasonable, direct, verifiable and documented expenses, or costs (a) due and not previously paid to Vendor for Products furnished or Services rendered in accordance with this Purchase Order or (b) that have resulted from such a delay; or (2) store Products at the sole cost and risk of loss of Company, provided any such storage costs shall be reasonable, actual and documented. Payment for such price, expenses and costs, in any such event, shall be due by Company within thirty (30) days from date of Vendor's invoice therefore. Any such suspension or delay beyond six (6) months will be treated as Company's termination of this Purchase Order.

13. LIMITATION OF LIABILITY

(a) In no event shall Company, its parent company, subsidiaries, Affiliates, divisions, and their respective directors, officers, managers, members, shareholders, employees, agents, representatives, successors or any combination of them, be liable (in contract or in tort, including negligence and strict liability) to Vendor, its parent company, subsidiaries, Affiliates, divisions, and their respective directors, officers, managers, members, shareholders, employees, agents, representatives, successors or any combination of them, or Vendor's subcontractors or suppliers of any tier, for special, indirect, incidental, or consequential damages, resulting from Company's performance, non-performance, or delay in performance of its obligations under this Purchase Order, or from Company's delay, termination (with or without cause), or suspension of the Services or delivery of the Products; (b) In no event shall Vendor, its subcontractors or suppliers of any tier, be liable (in contract or in tort, including negligence and strict liability) to Company or its parent company for special, indirect, incidental, or consequential loss or damage, including without limitation, loss of data, loss of use of equipment, cost of capital, loss of profits or revenues or the loss of use thereof, or cost of purchased or replacement power; (c) Vendor's total liability for any and all liability arising out of or in connection with the provision of Products under this Purchase Order whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price set forth in the Purchase Order; and (d) Company's total liability for any and all liability arising out of or in connection with Company's performance of its obligations under this Purchase Order whether in contract or in tort (including negligence and strict liability) shall not exceed the price paid by Company for the Products or Services provided by Vendor and upon which such liability is based.

14. CLEAR TITLE AND LIEN REMOVAL

Vendor warrants that Vendor has clear and merchantable title to all the Products furnished hereunder and that Vendor has the right to sell and transfer the Products to Company free of any and all liens and security interests. Vendor agrees that (a) all specific materials developed by Vendor on behalf of Company and (b) all models, designs, formulas, methods, documents, tangible items or other work product prepared by Vendor or submitted to Company by Vendor as part of the delivery of the Products or any Services rendered pursuant to this Purchase Order shall be the property of Company, and that Vendor shall execute or otherwise provide any documents necessary to demise good and marketable title in the Products and materials furnished in the performance of the Services to Company. If any lien arises in connection with Vendor's performance hereunder (including any liens from subcontractors or third parties in connection with the shipping and importation (if applicable) of the Products, Vendor shall immediately take all steps necessary to obtain the release of such lien. Vendor shall indemnify Company from and against the lien and the costs and expenses associated therewith, including reasonable attorney's fees and costs.

15. INDEMNIFICATION

If any article, Product, Service or deliverable sold and furnished under this Purchase Order is covered by any patent, copyright or application thereof, Vendor shall indemnify Company from any and all loss, cost or expense, including attorneys' fees, on account of any claims, suits, or judgments for use or sale of the article, Product, Service or deliverable in violation of rights under the patent, copyright, or application. If in any suit arising from any intellectual property claim, the continued use of any of the Products, Services or related information for the purpose intended for the facility for which the Products or Services are being utilized is forbidden by any court of competent jurisdiction, then Vendor will promptly, at its own expense, and subject to Company's consent, either: (x) procure for Company the right to continue using the Products, Services or related information, (x) modify the Products, Services or information (as applicable) so that it becomes non-infringing, or (z) replace the Products, Services or related information with like-kind products, services or information (as the case may be) that is non-infringing.

VENDOR SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, DIVISIONS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS,

REPRESENTATIVES, SUCCESSORS OR ANY COMBINATION OF THEM (EACH A “COMPANY INDEMNITEE” AND, COLLECTIVELY, THE “COMPANY INDEMNITEES”), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY, LOSS, DAMAGE, FINES, PENALTIES, ATTORNEY'S FEES AND LITIGATION EXPENSES OF THIRD PARTIES (INCLUDING BUT NOT LIMITED TO CLAIMS BY EMPLOYEES OR AGENTS OF VENDOR OR ITS SUBCONTRACTORS AND SUPPLIERS) (COLLECTIVELY, A “LOSS”) AGAINST ANY COMPANY INDEMNITEE (A) CAUSED BY OR RESULTING FROM THE FAILURE OF VENDOR, OR VENDOR’S AFFILIATES, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, AGENTS OR ANYONE FOR WHOM VENDOR IS RESPONSIBLE TO PERFORM THE SERVICES IN ACCORDANCE WITH APPLICABLE LAWS, (B) CAUSED BY OR RESULTING FROM VENDOR’S NEGLIGENCE IN THE PERFORMANCE OF OR BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER, AND (C) FOR PERSONAL INJURY OR DEATH AND/OR PROPERTY DAMAGE, EACH OF (A), (B) AND (C) IN CONNECTION WITH THE PERFORMANCE OF THEIR RESPECTIVE UNDERTAKINGS UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER.

16. INDEPENDENT CONTRACTOR

Vendor is an independent contractor, and nothing contained in these terms and conditions or this Purchase Order shall be construed as constituting any relationship with Company other than that of independent contractor, or as creating any relationship whatsoever between Company and Vendor, or between Company and Vendor’s Affiliates, employees, subcontractors, suppliers, agents or anyone for whom Vendor is responsible. Vendor hereby acknowledges and agrees that Vendor has no authority to act on behalf of, or as an agent of, Company and shall not seek to modify any contract entered into by Company and any of its contractors or other consultants. Vendor shall be required to remind its Affiliates, employees, subcontractors, suppliers, agents or anyone for whom Vendor is responsible, and any contractor or consultant of Company of this limitation in any situation where a contractor or consultant of Company might reasonably conclude that Vendor is ordering additional or changed work on behalf of Company.

17. PROPRIETARY INFORMATION & CONFIDENTIALITY

Vendor shall consider all information furnished by Company to be confidential and shall not disclose any such information to any other entity or person or use such information for any purpose other than performing Vendor’s obligation(s) under this Purchase Order unless Vendor obtains prior written consent from Company. Nothing contained herein shall be construed as restricting or creating any confidentiality obligation or liability for the disclosure, communication or use of confidential information which:

- (a) is or has become published or otherwise generally known to the trade through no wrongful act of Vendor; or
- (b) is received without restriction from a third party without breach of any obligation of confidentiality; or
- (c) Vendor can reasonably show to have developed independently, or otherwise had in its lawful possession, prior to its receipt hereunder; or
- (d) is disclosed pursuant to government or judicial requirement, provided Company is timely notified in writing and given the opportunity to seek confidential treatment of such Confidential Information; or
- (e) is disclosed by Company to a third party under no confidentiality obligation.

Vendor hereby acknowledges that any violation of this section will cause Company immediate and irreparable harm that monetary damages cannot adequately remedy, and Vendor agrees that, upon any actual, impending or threatened breach or violation of any provision of the purchase order, Company shall be entitled to equitable relief, including injunctive relief and specific performance (without bond or proof of damages), and Vendor shall not plead in defense thereto that there would be an adequate remedy at law. Any such equitable relief shall be in addition to, and not in lieu of, any other remedies that the disclosing Party may have at law, in equity or otherwise under the purchase order.

Vendor shall not engage in any advertising, publicity, or other promotional activity that directly or indirectly mentions or refers to Company, the relationship between the Parties, or the Products or Services provided under this Purchase Order without submitting said information or release to Company for review and written consent.

18. ASSIGNMENT

This Purchase Order, inclusive of the CCR Terms, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Except as provided herein, neither Party shall have the right to assign or otherwise transfer its rights or obligations under the Purchase Order except with the prior written consent of the other Party, such consent not to be unreasonably conditioned, delayed or withheld. Notwithstanding the foregoing, Vendor may (a) delegate or assign some or all of its rights and obligations under the Purchase Order to an Affiliate of Vendor, provided that such Affiliate shall have the operational expertise and experience to fully perform Vendor's delegated obligations pursuant to the Purchase Order and shall have a credit profile at least as strong as Vendor's as of the date of this Purchase Order; and (b) subcontract some or all of its rights and obligations under the Purchase Order, to any third party, provided, in each case, Vendor shall remain jointly and severally liable for all acts and omissions of any such Affiliates or subcontractors. Notwithstanding the foregoing, Company (and/or its Affiliate(s) and successors authorized hereunder, as applicable) may, in its sole discretion, and without Vendor's consent, assign its right, title and interest to the Purchase Order and all rights and remedies thereunder (but not Company's obligations thereunder) to (i) an Affiliate of Company, (ii) a Company Financing Party, in connection with a Company Financing, (iii) an Owner, or (iv) to a third party in connection with a merger, acquisition or sale of all or substantially all of the assets of Company, provided, in each case, that Company may be permitted to assign its obligations under the Purchase Order if such assignee shall have a credit profile at least as strong as Company's as of the date of this Purchase Order and shall not have a material adverse effect on the rights and benefits of Vendor under the Purchase Order. Any assignment by Company pursuant to subsections (i), (ii), (iii) or (iv) above shall not result in any change to Vendor's rights and obligations under the Purchase Order (except the identity of the obligee of any performance owed by Vendor pursuant to this Purchase Order). Any Company Financing Party may further re-assign its right, title and interest in the Purchase Order to Company or to another Company Affiliate at a later date without Vendor consent, but with written notice to Vendor of such further assignment. Vendor shall, at Company's sole cost and expense, reasonably cooperate with Company to facilitate any Company Financing, including without limitation by (1) executing any customary and commercially reasonable estoppels, amendments and modifications requested by a Company Financing Party, (2) promptly furnishing any documents reasonably required by a Company Financing Party, including evidence of good standing, organization certificates and resolutions of Vendor's directors (or equivalent) authorizing the execution and delivery of the Purchase Order; and (3) promptly cooperating with Company and any Company Financing Party in the negotiation and execution of customary consents, lien waivers and other related documents to the extent required by a Company Financing Party. Any purported assignment or delegation in violation of this Section is null and void. Vendor hereby subordinates, and shall require any of its subcontractors or consultants to subordinate, any liens to which it may be entitled under applicable law or under the provisions of this Purchase Order to any lien granted in favor of the Company Financing Party, whether such lien in favor of Company Financing Party is created, attached or perfected prior to or after the lien in favor of Vendor, and to execute and deliver any documents requested in relation to such subordination.

For purposes of the CCR Terms and any Purchase Order incorporating the CCR Terms, an "Affiliate" means any corporation, partnership, limited liability company, joint venture or other legal entity that a Party to the Purchase Order controls, is under common control with, or is controlled by, where "control" means the ownership of more than ten percent (10%) of the voting equity in such entity or otherwise the ability to direct the management of such entity. A "Company Financing" means (a) any senior or subordinated financing or refinancing provided to or on behalf of Company or its Affiliates; (b) any guarantee provided to Company, its Affiliates or a Company Financing Party in connection with such financing or refinancing; and (c) any export credit insurance, non-recourse financing or other similar products provided to Company or its Affiliates in connection with the purchase of the Products. "Company Financing Party" means any lender, tax equity investor, intermediary, financial institution or governmental or quasi-governmental institution providing Company Financing, and any trustee or agent acting on behalf of such person. Company shall remain jointly and severally liable to Vendor upon any agreed assignment to a Company Affiliate, to any Company Financing Party or to a third party nominated by Company. "Owner" means a project company or other entity that holds all or substantially all of the assets of the Project or Projects.

19. INTELLECTUAL PROPERTY

Vendor shall pay all royalties and license fees for equipment, methods, processes, software and systems purchased by Vendor for incorporation into the Products, or in connection with the performance of the Services. Vendor shall not incorporate into the Products any equipment, methods, processes or systems which involve the use of any confidential information, intellectual property or proprietary rights which neither Vendor or Company has the right to use or which

may result in claims or suits against Owner or Company for infringement of any domestic or foreign patents, copyrights, trademarks or other intellectual property or proprietary rights, or applications for any such rights, or use of confidential information. Without limiting Subcontractor's obligation to indemnify Owner and Company pursuant to INDEMNIFICATION, above, Vendor shall timely notify Company in writing of any claims which Vendor may receive alleging infringement of patents or other intellectual property or proprietary rights that may affect Vendor's performance of the Services or delivery of the Products.

Except to the extent expressly provided herein, all materials, data, work product, results, reports, drawings and any other information received, generated, derived or provided to Company by Vendor (or any subcontractor or vendor to Vendor) pursuant to a Purchase Order will become the property of Company; provided, however, all intellectual property of Vendor (or any subcontractor or vendor to Vendor) owned by or under license to Vendor (or any subcontractor or vendor to Vendor) shall remain the property of Vendor or the applicable licensor; provided, further, that to the extent any such intellectual property remains the property of Vendor or a licensor, Vendor hereby grants, and upon request shall cause its licensor to grant, to Company and Owner an irrevocable, nonexclusive, perpetual royalty-free license (assignable to Company's successors in interest) to use such intellectual property.

20. APPLICABLE LAW

The exercise of any right or remedy herein shall be without prejudice to the right of Company to exercise any other right or remedy provided herein, or at law, or in equity. The laws of the State of New York shall govern the relationship between Company and the Vendor. In addition, Company shall have available to it all the rights and remedies provided by the Uniform Commercial Code. All controversies or claims arising out of or relating to the Purchase Order or its breach, including any tort or statutory claim founded on any legal relationship derived from it, and any dispute over arbitrability, shall be determined exclusively by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The number of arbitrators shall be one (1). The arbitrator shall be selected by agreement of the parties. If the parties fail to agree within thirty (30) days after a notice of claim is served, the parties shall request the American Arbitration Association within twenty (20) days to appoint one arbitrator who is independent of the parties. The place of arbitration shall be New York, New York. The arbitration proceedings contemplated herein shall be governed by the Federal Arbitration Act. The parties agree that their performance of the duties and obligations under this Agreement necessarily involve interstate commerce.

21. ANTI-CORRUPTION

The Vendor acknowledges that the Company and all the employees, officers, directors and managers of the members of Company are subject to certain anti-corruption and/or anti-bribery legislation and that it is important that the Company and Vendor comply with the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, *et seq.* (the "FCPA"), the principles set out in the Organization for Economic Cooperation and Development (the "OECD") Convention Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"), and all other equivalent and applicable anti-corruption and anti-bribery laws. Vendor understands that these laws generally prohibit the payment, offer or agreement to pay, anything of value to a government official, foreign or domestic, for the purpose of obtaining or retaining business or to secure improper advantage or for any other improper purpose and agrees to comply with these laws and to take no action that might cause the Company to be in violation of such laws.

22. ENVIRONMENTAL, SAFETY AND GOVERNANCE STANDARDS

Vendor shall, and shall cause its subcontractors and suppliers to (i) develop, prepare, and implement and/or comply with such environmental, safety and governance ("ESG") policies and procedures as are reasonably requested by Company; (ii) report any Material ESG Incident promptly to Company; (iii) take such action as is reasonably necessary to resolve, and prevent the recurrence of, such Material ESG Incident; (iv) collect and provide any ESG data specified by Company, in a form reasonably acceptable to Company; and (v) prohibit and refrain from use of Forced Labor. As used this Section 22, "Forced Labor" shall mean the the use of physical force, coercion, threats, intimidation, social, legal or financial pressure or other means to force a person to work against his or her own will or freedom.

Vendor represents and warrants that: (a) there is no unresolved Material ESG Incident involving Vendor or its subcontractors that could impact the Project, the Services or the Company; and (b) neither Vendor nor, to Vendor's knowledge (after reasonable inquiry), its subcontractors currently uses or has in the past used Forced Labor in the

conduct of its operations.

As used in this Section 22, “Material ESG Incident” means any event or condition relating to environmental, social, or governance factors that could reasonably be expected to have a material adverse impact on the Work, the Project or the Company, including, but not limited to: (i) any incident or accident that could reasonably be expected to have a material adverse impact on health, safety, or the environment, (ii) any accident resulting in death or serious or multiple injury (including amputations), (iii) any material community or worker related grievance or protest, including instances of Forced Labor, (iv) any failure to materially comply with applicable laws, including any such material failure to comply that is required to be disclosed to a governmental authority, (v) the receipt of any formal or informal complaints of discrimination or harassment in the past year that were repeated, substantiated, involved a member of management, or were otherwise significant, (vi) any incidents of fraud, corporate misconduct, bribery, corruption, or ethics violations, including violations of any applicable anti-corruption laws, (vii) any material data breaches or privacy incidents, including any such breaches or incidents that resulted in the disclosure of customer data, and (viii) any inquiries from, or instances of, suppliers or customers alleging or being involved in any of the foregoing.

23. THIRD PARTY BENEFICIARY

Vendor acknowledges that Owner and any Company successor or assign, including any Company Financing Party, is an intended third-party beneficiary of this purchase order.