

Turbine Technology Reviews – Service Specific Terms

These terms and conditions (the “**Contract**”) are made and entered into between (i) Garrad Hassan America, Inc. (hereinafter “**DNV GL**”) and (ii) you and the entity on whose behalf you accept this Contract (hereinafter “**you**” or “**Customer**”). The Contract is effective as of the date you click to accept the Contract and governs Customer access to and use of the Turbine Technology Reviews and two (2) hours of consultation regarding said reports (collectively, the “**Services**”) made available to the Customer on or through the DNV GL Veracity industry data platform (“**Veracity platform**”).

By clicking “I accept”, you agree to be bound by the Contract and confirm that you are authorized to sign for and enter into binding agreements for the corporation, partnership, limited liability company or other entity you are representing who agrees to be bound by the terms and conditions of this Contract. In addition, you confirm that you do not act in capacity of physical person acting as consumer under applicable consumer law. If you do not have legal authority to bind the Customer as set out herein, please do not click to accept.

1. Provision of the Service

1.1 Customer shall have access to and is granted a right to use the Veracity platform for purposes of downloading turbine technology review(s) (“**Report(s)**”) when purchasing the Service. In addition, Customer shall have the right, at its option, to two (2) hours of consultation with a DNV GL employee regarding each Report, provided that such consultation shall not include any modification, additions, or any other changes to the Report (“**Consultation**”, and together with Report(s), the “**Services**”). DNV GL will provide suitably qualified personnel to carry out the Services. The right to use the Services is limited to one personal, single user.

1.2 Customer may receive by email and/or download Report(s) made available through the Veracity platform, subject to Section 2.2 below.

1.3 Notwithstanding anything to the contrary, Customer acknowledges that it does not require and will not receive any such advice on which it can rely as to matters of law, taxation or insurance, or any review of the adequacy (except of a technical advisory or engineering nature) of material containing such content or subject matter.

2. Intellectual Property Rights

2.1 Each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Contract, and any improvements, modifications, or developments thereto, and, except as explicitly set out in this Contract, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.

2.2 Subject to the obligations set out in the Confidentiality clause (Article 6), all intellectual property rights created by DNV GL in connection with this Contract shall vest in DNV GL. DNV GL will (i) grant to Customer a perpetual, non-transferable, non-exclusive, royalty-free license, non-sublicensable, right to Use (as defined below) any intellectual property rights which are contained in the Services. “Use” in this paragraph means to use the Services solely for the internal business purposes and activities of the Customer and shall not include the sale or distribution of the Services or any part thereof to third parties for payment or in exchange for any form of remuneration or similar purpose.

2.3 The Services or the Use thereof does not imply any license to use or refer to DNV GL or its trademarks.

3. Fees and Taxes

3.1 This Contract gives rise to the payment of a fee in the amount displayed on the marketplace of the Veracity platform (the “**Fee**”) to DNV GL, or another legal entity within the DNV GL Group if specified as payee on the invoice.

3.2 Customer shall effect payment of the Fee to DNV GL for the Services. An invoice or receipt, as applicable, will be sent to Customer upon completing a purchase of the Services on the Veracity platform.

3.3 Payment of the Fee shall be made immediately via credit card or, alternatively, to the bank account stated on the invoice within thirty (30) days of the date of the invoice. Invoices will be sent by electronic means.

3.4 In case of late payments, DNV GL is entitled to charge a late payment penalty interest of 8 % per annum pro rata.

3.5 Taxes or other governmental charges withheld and deducted from any payment shall be remitted by Customer to the competent tax authority or any other relevant governmental body, as the case may be, within the time allowed and in the amount required by law. **Customer shall indemnify and hold harmless DNV GL from any and all financial responsibility or sums found to be due arising out of Customer's non-payment, late-payment or otherwise improper payment to the competent tax authority or any relevant governmental body.**

3.6 No disputes arising between DNV GL and the Customer shall interfere with prompt payment of the Fee by Customer. Any rights of lien or retention in favor of Customer, statutory or otherwise, are hereby excluded. Customer shall have no right to set-off any sums including sums in respect of counter-claims, unless such counter-claim is undisputed or has been finally adjudicated by the courts.

3.7 Where Customer pays by credit card, the Fee is inclusive of any form of sales taxes, value added taxes (VAT), goods and services taxes (GST), import taxes and other similar municipal, state, federal and national indirect taxes or other direct taxes such as withholding tax, individual income tax or corporate income taxes ("**Taxes**"). Where Customer pays by invoice, the Fee is exclusive of Taxes, which shall be separately stated in the invoice.

3.8 Upon request, Customer will provide DNV GL with Customer's VAT identification number and any information which is requested by DNV GL to determine whether DNV GL is obligated to collect VAT. If any deduction or withholding of Taxes or other governmental charges is required according to mandatory laws, Customer will notify DNV GL prior to making any withholdings. Customer will pay any additional amounts necessary to ensure that the net amount that DNV GL receives, after any deduction and withholding of any Taxes, equals the amount that would have been received if no deduction or withholding had been required. If the net amount received does not correspond to the invoiced amount, DNV GL will issue an additional invoice to collect the outstanding amount due.

4. Warranty, Indemnity, and Liability

4.1 Warranty. All Services provided by DNV GL are based on the information made available to DNV GL up to the date of issuance of the relevant Report. Customer acknowledges and agrees that any statement made by DNV GL in the Report(s) and/or the Consultation(s) is a statement at the time of issuance of the relevant Report only, and that DNV GL does not undertake any obligation to update or upgrade the Services, and that DNV GL makes no warranties in respect of the Services or the use of any Report(s). To the extent permitted by applicable law, the Services are provided "**as is**" **without warranty** of any kind, either express, implied or statutory, including, but not limited to, the warranties of merchantability or fitness for a particular purpose.

4.2 Indemnity. **Customer shall indemnify and hold harmless Garrad Hassan America, Inc., its affiliates, subsidiaries, parent companies and subcontractors and their respective officers, employees and representatives (collectively, "DNV GL Group") from and against any claims from third parties arising from or in connection with Customer's access to or use of the Services, regardless of cause whether under contract, tort (including negligence) strict liability or otherwise, except if and to the extent caused by DNV GL Group's gross negligence or willful misconduct. Third parties to this Contract includes but is not limited to, Customer's affiliates, subsidiaries, parent companies and other companies in Customer Group.**

4.3 Waiver of Consequential Damages. **Except in the event of breach of Article 2, Article 6, and/or Section 7.4, neither party or its affiliates, subsidiaries, parent companies and subcontractors (a "Group") shall in any way be held liable toward the other party or its Group for any of the other party's or its Group's special, incidental, consequential or indirect loss, including but not limited to interruption or loss of business, contract or revenue, loss of goodwill, loss of profit, loss of production, wasted overhead, cost of substitute equipment, downtime costs or other special, punitive or other forms of indirect losses, howsoever such may arise, whether under contract,**

tort (including negligence), strict liability or otherwise in any way arising from or in connection with the Services or the use of or access to the Report(s).

4.4 Limitation of Liability. No director, officer or employee of DNV GL shall have personal or individual liability to Customer for any reason. Except in case of fraud or fraudulent misrepresentation or other similar circumstances for which a party may not lawfully limit its liability under applicable law, DNV GL Group's maximum cumulative liability arising out of or in relation to this Contract shall be limited to the lesser of two (2) times the Fee paid to DNV GL hereunder or USD 25,000.

5. Termination

5.1 If Customer fails to fulfil one of its obligations as set forth in this Contract, DNV GL reserves the right to interrupt access to the Services. If Customer does not remedy the failure within a reasonable time following notification, DNV GL may stop or suspend, fully or partially, the provision of the Services and/or terminate the Contract with immediate effect without incurring any liabilities.

5.2 Both parties may terminate this Contract with immediate effect, without any liability or penalties, if either party is or becomes subject to sanctions or penalties imposed by a national government, the United Nations, the European Union or similar organizations related to the Services which are provided hereunder, or if the Services could be considered to be illegal or in conflict with applicable law for the respective party, its subcontractors and/or its subcontractors' parent companies.

5.3 Termination shall not have effect upon provisions set out in this Contract which by their nature would be meant to have effect also after the termination of the Contract, including but not limited to Article 4.

6. Confidentiality

6.1 Each party ("recipient") agrees to keep confidential any information it receives from the other party ("disclosing party") in the course of the Contract. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, or subsidiaries who are subject to confidentiality obligations reflecting the principles herein. The foregoing obligations shall not apply to (a) DNV GL's reference to the Customer in any efforts to secure other business or (b) to any information which: (i) was or becomes known to the recipient from a third party without any confidentiality obligation; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) is required to be disclosed by any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order, or other public regulation; or (iv) has demonstrably been developed by the recipient independently from this Contract. Notwithstanding the above, DNV GL shall have the rights to use any information generated in the course of the Services which contain or otherwise reflect the information of the Customer for its own statistical or analytical purposes, provided that such information shall only be disclosed to third parties in aggregated anonymous forms.

6.2 The Report(s) are classified as Commercial in Confidence and shall not be disclosed or distributed to any person or entity outside of Customer's organization. The right to redistribute the Report(s) within Customer's organization does not thereby imply that DNV GL has any liability to any recipient other than Customer, **and Customer will indemnify and keep DNV GL indemnified in respect of any and all claims, demands, proceedings, damages, costs, and expenses which DNV GL may suffer or incur as a result of the redistribution by Customer or others of the whole or any part of a Report whether or not permitted by the Report's document classification.** In addition to the foregoing, Customer will ensure that unless it first receives the written consent of DNV GL, Customer will not (and no party on its behalf will): (i) alter the content, context, or original language of any Reports, (ii) use any Report (or any part of it) in connection with any public offering, prospectus, stock exchange listing, or announcement or (iii) make any Report (or any part of it) available on a public web-site, or (iv) disseminate or distribute a Report (or any part of it) to third parties for profit or in exchange for any form of direct or indirect remuneration or similar commercial purpose.

6.3 The obligations in this section shall survive the termination of this Agreement and remain for as long as the relevant information is confidential.

7. Miscellaneous

7.1 Force Majeure. DNV GL shall not be in breach of the Contract, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of DNV GL, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, cyber-attacks or other cyber event which is not prevented through use of market standard fire walls, anti-virus- programs or other market standard protection, safety or security measures, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence. Either party shall be entitled to terminate the Contract with immediate effect should the force majeure occurrence endure for more than thirty (30) days.

7.2 Severability. Should any provision of this Contract be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of the Contract. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision.

7.3 Governing Law & Venue. The Contract shall be exclusively governed and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law. The Law on International Sales of Goods shall not apply. Any dispute arising in relation to or as a consequence of the Contract, which cannot be settled amicably through negotiations between the parties, shall be brought exclusively in the courts located in Houston, Texas.

7.4 No Third-Party Beneficiaries. This Contract and the Services are intended to be solely for the benefit of the Customer and DNV GL and are not intended to and will not confer any rights or benefits on any other person or entity, except as expressly set out in Articles 4.2-4.4. If Customer releases the Report(s) or provides any information from the Consultation to a third party, or changes or uses the Services other than as intended and set out hereunder, (a) Customer does so at its sole risk and discretion, (b) all warranties are immediately null and void, (c) DNV GL shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Services and (d) **Customer shall indemnify, defend and hold DNV GL harmless from and against any and all claims or damages related to the release, change, or third-party use.**
