

Terms of Use

Date of last update: October 1, 2021

The following terms and conditions (“Terms”) govern your use of and access to the websites, products, services and applications including but not limited to Terabase software and PlantPredict (collectively, “Services”) of Terabase Energy, Inc. and its affiliates (“Terabase”, “we”, and “us”) and your use of the Services constitutes agreement by you to the Terms. Please read these Terms carefully. The Terms constitute a legally binding agreement between you and us. If you do not agree to any of the Terms, you must not use the Services in any manner whatsoever. These Terms will remain in effect at all times while you use the Services or any data, designs, simulations, diagrams, renderings, calculations, cost estimates, models, images, reports or information obtained through use of or access to the Services (collectively, “Data”). These Terms govern your access to the Services and use of all Data on Terabase’s websites, applications, and other properties and include the provisions in this document, as well as those in the Privacy Policy and the Cookies Policy.

Changes

We may modify these Terms at any time and will notify you of any changes by posting a notice on our website. By logging in or using any other Services after these Terms have changed, you indicate your agreement to the revised Terms. If you do not agree to the changes, you should stop using the Services.

Third Party Products and Services

The Services may contain links to third-party websites; we do not control or endorse those websites, nor endorse any goods or services sold on those websites, except where expressly stated to the contrary on our website or in other Terabase marketing materials. Similarly, the Services may contain ads for products or services of third parties. We do not control or endorse any such products or services being advertised except where expressly stated to the contrary on our website or in other Terabase marketing materials.

Access and Security

As part of using the Services, we may require you to sign up for an account and select a password and email or username (your “Terabase User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. Your right to access the Services is personal to you and you may not transfer your account to anyone else without our prior written permission. You will not share your account or password with anyone, and you must protect the security of your account and your password. You may not select as your Terabase User ID a name that you don’t have the right to use, or another person’s or entity’s name with the intent to impersonate that person or entity. You are responsible for any activity associated with your account. You are responsible for maintaining the confidentiality of your account and your password. You represent and warrant that you are of legal age to form a legally binding contract. If you are agreeing to these Terms on behalf of an entity, you represent and warrant that you are authorized to agree to these Terms on that entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that entity) without violation of any other agreements or policies.

Our websites are controlled and operated by us from the United States, and, except as expressly set forth herein, are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that the Services or any part thereof are appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Services, you do so on your own initiative and at your own risk, and are responsible for complying with all

local laws, rules and regulations. You are also subject to U.S. export controls and are responsible for any violations of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. Terabase may limit the Services' availability, in whole or in part, to any person, geographic area or jurisdiction Terabase chooses, at any time and in our sole discretion. By using the Services, you hereby certify that you are not (a) a citizen or permanent resident of any country on which the United States has embargoed goods, technology and/or services (e.g., Cuba, Iran, North Korea, Sudan, Syria, or Crimea Region of Ukraine), and (b) on any of the relevant U.S. Government Lists of prohibited or restricted persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List, and that your use of our products and services is in compliance with the applicable U.S. export control and economic sanctions laws and regulations.

Covenants

You agree that you will not provide any User Provided Information (as defined in these Terms) or other materials or otherwise use the Services or interact with the Services in any manner that:

- Infringes upon, misappropriates or violates the intellectual property rights or any other rights of Terabase or any third party;
- Violates any applicable laws, rules or regulations, including any applicable export control laws, or would cause Terabase to be in violation of any applicable laws, rules or regulations;
- Violates any agreement to which you are subject (including but not limited to any confidentiality or employment agreement);
- Is threatening, harassing, degrading, hateful, defamatory, fraudulent, tortious, obscene, indecent or objectionable;
- Jeopardizes or interferes with the security of the Services, your Terabase account or anyone else's account;
- Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- Violates or interferes with the security of any computer network, or cracks any passwords or security encryption codes;
- Transmits, distributes or enables any virus, worm, Trojan horse or other code or program that is harmful or invasive or that is intended to damage or hijack the operation of any hardware or software;
- Attempts to disrupt, interfere with or slow down our delivery of Services, including but not limited to a denial of service attack;
- "Crawls," indexes, "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Data (through use of manual or automated means);
- Circumvents or attempts to circumvent any features, limitations, or restrictions of the Services (including, without limitation, attempting to access, download, export, or otherwise use or exploit any Data using any automated means or tools or to attempt to obtain paid services without making payment);
- Runs any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- Copies or stores any significant portion of the Data in any manner not expressly permitted by the Terms (e.g., creating a database by systematically downloading or storing Data);

- Decompiles, reverse engineers, translates, creates derivative works from, obtains, or reproduces any code or underlying ideas, inventions, technology, algorithms or functionality of or relating to the Services or Data, or attempts to do so.

User Provided Information

The Services provide opportunities for you to provide data, content, photographs, layouts, diagrams, models, files or other information (collectively, “User Provided Information”) to us in connection with your use of the Services. You agree you will only provide User Provided Information to us if you own all the rights to that User Provided Information, or if another rights holder has given you permission. You do not transfer ownership of your User Provided Information simply by providing it to us.

Your User Provided Information is owned by you or the respective licensors or property owners.

By providing us with User Provided Information, you grant, on your own behalf and on the behalf of such licensors or property owners, to Terabase and its affiliates the right to use User Provided Information (a) to provide Services to you; (b) for the purpose of system maintenance, including but not limited to implementing and verifying Terabase security maintenance/upgrades, and for maintenance of the Services; (c) on an aggregated basis (and not in a manner that identifies individual users/projects) for the purpose of improving the Services; and (d) on an aggregated basis (and not in a manner that identifies individual users/projects) for our research on Terabase customer and project demographics, interests, and behavior and for marketing and business development purposes.

If you use the Services to communicate, interact, share data or connect with other users of the Services (“Users”), including as a buyer or seller of materials, equipment, services or supplies relating to energy projects, Terabase may share with such Users certain User Provided Information as required to provide the Services, including your name, company name (if any), addresses (including e-mail address) and phone number, to the extent that you first authorize us to do so. **Terabase is not responsible for any access to, use, transfer or security of data or information by other Users to whom you’ve granted access.** You are solely responsible for understanding the security and privacy risk and compliance considerations of your decision to share User Provided Information with other Users. The use, security and custodianship of any User Provided Information, once shared with other Users, is the responsibility of those Users. It is your responsibility to take prudent measures to protect your data and information that is in the control of other Users, such as by entering into non-disclosure agreements with them.

If you choose to use Third-Party Services (as defined below) in connection with the Services, you grant Terabase permission to allow such Third-Party Services and their providers access to User Provided Information and information about your usage of such Third-Party Services in connection with the Services.

If you cease using the Services to communicate, interact or connect with other Users and revoke our authorization to share your User Provided Information with other Users, they will no longer be able to access such data and information. Users who have already received your User Provided Information are responsible for deleting such information from their systems in accordance with their policies. Please contact them directly to ensure that your data and information has been deleted.

Your User Provided Information, including generated simulations and configurations provided to you through your use of our Services, will be treated by Terabase as confidential, except to the extent that you, or a representative from your organization having the appropriate administrative authority (“Admin”), authorize us to disclose it to other Users. Such information will not be disclosed by Terabase or its affiliates to any party for any purpose not permitted by these Terms; provided, that we may disclose such information for the purpose of complying with the order or

requirement of a court, administrative agency or other governmental body or other applicable legal requirement and provided further that we will use commercially reasonable efforts to notify you in advance of any such disclosure.

You agree that you will not knowingly, intentionally or recklessly provide any User Provided Information that is not accurate, true and complete and agree that you will make reasonable efforts to maintain and update such information as appropriate. You acknowledge that Terabase is not responsible in any respect for the accuracy, truth, or completeness of any User Provided Information. You agree to indemnify, release, and hold us harmless from any and all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any User Provided Information you provide.

Intellectual Property

The Services and the Data constitute the property of Terabase and/or Terabase's suppliers and licensors, as applicable, and are protected by copyright, trademark, patent and/or other proprietary rights and laws. Terabase and/or its suppliers and licensors retain all of their respective intellectual property rights in the Services and Data and no such rights are conveyed to you by these Terms or your use of the Services or Data other than the limited rights expressly granted to you in these Terms. Any reproduction, transmission, publication, transfer, resale, creation of derivative works from, redistribution or other use or exploitation of the Services or Data by you not expressly in accordance with these Terms, including without limitation any effort to resell or distribute all or any part of any Services or Data or any technology or functionality underlying the Services or Data, is expressly prohibited and may result in civil or criminal penalties. In addition, you promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Data you access through the Services in any way (including through the Terabase or PlantPredict websites, API, mobile applications, downloads, etc.). You will not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Data in a way that violates someone else's (including Terabase's) rights. You may reference the Data with proper attribution to Terabase or the applicable owner; however, any other uses of the Data require Terabase's prior written consent.

You grant to Terabase a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the Services.

Terabase Services

By accessing and using the Services, you agree additionally to the terms of this section "Terabase Services" (without limitation to the other provisions of the Terms).

The Terabase Services are cloud based software solutions that enable Users to conduct feasibility analysis, manage system design, perform system optimization and engineering and arrange for procurement, financing and other services for solar photovoltaic generating systems from Terabase and third-party providers of such services, including independent third-party service providers pursuant to an agreement with Terabase. It is intended to enable users authorized by Terabase to conduct desktop analyses and perform simulations and scenario and financial analyses to inform and accelerate decision making on their solar projects under development. The Services display weather, GIS layers and other data from Terabase and its third-party licensors and runs analytical tools for performance simulations, design layouts and financial analyses. You agree that any usage by you of the Services shall be solely for the purposes of: (a) running simulations, configurations or characterizations of a solar project site or potential site (i) to aid in

your project site selection and evaluation or (ii) for your personal or your organization's purposes (including downloading, and making and distributing copies of, such generated simulations/configurations exclusively in furtherance of this authorized purpose); (b) managing or participating in a request for proposals process for the procurement of materials, equipment, services or supplies for a solar project; and/or (c) tracking construction activities on a solar project site (the "Permitted Purposes").

Privacy; Electronic Communications

Your use of the Services and provision of User Provided Information is governed by our Privacy Policy (www.terabase.energy/privacy), which is incorporated by reference as if fully set forth herein. Your use of or access to the Services constitutes your agreement to our collection, use and disclosure of your User Provided Information in accordance with the Privacy Policy. Terabase uses its best efforts to implement and maintain prudent, reasonable measures to maintain security and confidentiality of User Provided Information in accordance with these Terms.

You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on our websites. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Provided Information, creating a user account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address and number in a manner consistent with our Privacy Policy.

Copyright Infringement

Terabase respects the intellectual property rights of others and asks that the people who use the Services do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available through the Services infringe your copyright, you (or your agent) may send Terabase a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Terabase a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details. Notices and counter-notices should be sent to: notices@terabase.energy.

We encourage you to consult your legal advisor before filing a notice or counter-notice.

Third-Party Services

The Services may contain data, links or connections to or from third party websites, products or services, including those of other Users of the Services, that are not owned or controlled by Terabase ("Third-Party Services") or may enable transmission of communications, information or data to or from third parties ("Third-Party Communications"). When you access or use Third-Party Services (including any data or information obtained through such Third-Party Services) or engage in Third Party Communications, you accept that there are risks in doing so, and that Terabase is not responsible for such risks. We also encourage you to read the terms and conditions and privacy policy of all Third-Party Services that you visit or utilize. Terabase has no control over, and assumes no responsibility for, the information, accuracy, privacy policies, or practices of or opinions expressed in any Third-Party Services or Third-Party Communications. In addition, Terabase will not and cannot monitor, verify, censor or edit any Third-Party Communications or

information of any Third-Party Services. By using the Services, you release and hold us harmless from any and all liability arising from your access to or use of any Third-Party Services or from engaging in any Third-Party Communications.

We may provide links on our websites to a web store or e-commerce platform where you can make purchases of products or services we offer as part of the Services. Please be aware that the web store or e-commerce platform may be hosted, operated or managed by a third party, and may be governed by such third party's website terms and conditions and privacy policy. We encourage you to read carefully those third-party terms and conditions and privacy policy prior to making any purchases. These Terms do not govern, and we are not responsible or liable for, your interaction with such third-party managed web store or e-commerce platform.

Fees

We reserve the right to charge for certain or all Services. Certain aspects or uses of the Services require you to pay fees, for example, in order to access certain Services or Data or be able to download or export Data. Visit our products page for current descriptions of these services and the applicable fees. You agree to pay all fees which apply to your use of the Services. Terabase reserves the right to change any fees and pricing applicable to the Services at any time upon notice to you (which may be sent by email or posted on a Terabase website). Your use of the Services following such notification constitutes your acceptance of any new or increased fees. Payment obligations are non-cancelable and fees paid are non-refundable. Quantities purchased cannot be decreased once purchased. If you provide credit card or bank account information to us for payment for Services, you authorize us to charge your credit card or bank account for such Services. You are responsible for providing accurate credit card or bank account information and notifying us of any changes to such information. Fees do not include any taxes, levies, duties or similar governmental assessments of any kind, including, without limitation, value-added, sales, use or withholding taxes (collectively, "Taxes") and you are responsible for paying all Taxes associated with any purchases of any Services. We are responsible solely for taxes assessable against us based on our income, property and employees.

Termination

Terabase may, in its sole discretion, at any time for any reason or no reason, terminate your access to the Services and any account(s) you may have in connection with this Services, including if Terabase believes that you have violated or acted inconsistently with the letter or spirit of these Terms or if it is required by applicable law, rule or regulation.

Our termination of your access to the Services may be effected without notice and, on such termination, we may immediately deactivate or delete your account and/or bar any further access to such Services or account, and your right to use the Services will immediately cease. Terabase shall not be liable to you or any third party for any termination of your access to the Services or account hereunder.

Modifications

The Services may change over time. We may suspend or discontinue all or any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. Similarly, we reserve the right to remove any User Provided Information from the Services at any time in the event that we determine in our discretion that you have breached the Terms.

General

Disclaimer of Warranties

Your use of the Services is at your own risk. The Services and any content, information, products or services made available on or through the Services are provided on an “as is” and “as available” basis without warranty of any kind except to the extent expressly provided to the contrary by Terabase to you in writing. Except to the extent of any express warranty made to you by Terabase in writing, Terabase and/or its suppliers and licensors hereby disclaim all warranties, express or implied, in relation to the Services or any content, information, products or services made available on or through the Services, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or noninfringement, to the maximum extent permissible under applicable law. Without limitation to the foregoing disclaimers, Terabase and/or its suppliers and licensors hereby disclaim all warranties, express or implied, in relation to Third-Party Services or Third-Party Communications.

Limitation of Liability

In no event shall Terabase and/or its suppliers/licensors and its or their officers, directors, employees, or agents be liable for any special, incidental or consequential or punitive damages or losses arising out of or in connection with your use of the Services or the Terms, however arising, including by contract, equity, negligence or other tortious action, even if advised in advance of such damages or losses. The maximum liability of Terabase and its officers, directors, employees and agents to you or any third party shall be the total amount, if any, actually paid by you to access and use the Services. Some states do not allow the exclusion or limitation of incidental or consequential damages, so to that extent the above limitation or exclusion may not apply to you.

Indemnity

To the fullest extent permitted by law, you shall indemnify, defend and hold harmless Terabase, its licensors/suppliers and their respective officers, directors, employees and agents from any and all claims, demands, damages, costs and liabilities, including reasonable attorneys’ fees, arising out of or in connection with: (1) any of your User Provided Information, including an assertion that the information, content, or other materials or services provided or made available by you or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or misappropriate any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations or covenants under these Terms; (3) your unlawful and/or unauthorized use of, or activities in connection with, the Services, including any Terabase websites. The foregoing indemnities shall survive expiration or termination of these Terms.

Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Terabase’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms (whether brought against Terabase or against any director, officer or employee of Terabase in their personal capacity) shall be finally settled in Alameda County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc.

("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Alameda County, California, or the Northern District of California. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. **You understand and agree that by entering into the Terms, you and Terabase are each waiving the right to trial by jury or to participate in a class action.**

Miscellaneous

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. Except where expressly agreed in writing otherwise, and except for our Privacy Policy, you and Terabase agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Terabase, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Terabase, and you do not have any authority of any kind to bind Terabase in any respect whatsoever. You and Terabase agree there are no third-party beneficiaries intended under these Terms.

If you have any general question, comment or complaint regarding the Services, please send an e-mail to webpolicies@terabase.energy. Formal notices to Terabase under these Terms (including a report of any violation of the Terms by any user) shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: 1538 Scenic Avenue, Berkeley, CA 94708, USA, with a copy to webpolicies@terabase.energy. Notices to you may be made via posting by us to our websites, by e-mail, or by regular mail, in Terabase's discretion. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.