

## 2G ENERGY INC. - GENERAL TERMS AND CONDITIONS FOR SERVICES

### 1. Applicability.

(a) These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by 2G Energy Inc. ("**2G Energy**") to the customer identified in the accompanying Order Confirmation ("**Customer**").

(b) The accompanying order confirmation (the "**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern, unless and only to the extent the Order Confirmation has been executed by both 2G Energy and Customer, and expressly states that the terms and conditions of the Order Confirmation shall control.

(c) These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

### 2. Services. 2G Energy shall provide the services to Customer as described in the Order Confirmation (the "**Services**") in accordance with these Terms.

3. Performance Dates. 2G Energy shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, but any such dates shall be estimates only.

### 4. Customer's Obligations. Customer shall:

(a) cooperate with 2G Energy in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by 2G Energy, for the purposes of performing the Services;

(b) respond promptly to any 2G Energy request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for 2G Energy to perform Services in accordance with the requirements of this Agreement;

(c) provide such customer materials or information as 2G Energy may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents, and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions. If 2G Energy's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, 2G Energy shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Customer will reimburse 2G Energy for any costs or expenses incurred by 2G Energy as a consequence of such prevention or delay.

6. Change Orders.

(a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. 2G Energy shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (i) the likely time required to implement the change;
- (ii) any necessary variations to the fees and other charges for the Services arising from the change;
- (iii) the likely effect of the change on the Services; and
- (iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 26**.

(c) Notwithstanding **Section 6(a)** and **Section 6(b)**, 2G Energy may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

(d) 2G Energy may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

7. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by 2G Energy and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation. Unless otherwise stated in the Order Confirmation, 2G Energy will bill any and all spare parts, consumables or other materials provided or used in performing the Services hereunder at its prevailing standard rates. All fees for the Services quoted or referred to in the Order Confirmation were based on 2G Energy's then current costs of performance when those fees were published, quoted or otherwise provided to Customer (including, without limitation, the cost of parts, materials, and labor need to perform the Services), and the assumption that 2G Energy's ability to perform the Services in a timely fashion would not be delayed or impaired for reasons beyond its reasonable control. If 2G Energy incurs increased costs for performance for any reason beyond its reasonable control, then 2G Energy will be entitled to an equitable adjustment in the fees payable by the Customer, as determined by 2G Energy in good faith, to cover 2G Energy's increased costs of performance.

(b) Customer agrees to reimburse 2G Energy for all reasonable travel and out-of-pocket expenses incurred by 2G Energy in connection with the performance of the Services.

(c) 2G Energy shall issue invoices to Customer and Customer shall pay all invoiced amounts due to 2G Energy within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

(d) In the event payments are not received by 2G Energy within 30 days after becoming due, 2G Energy may:

- (i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
- (ii) suspend performance for all Services until payment has been made in full.

8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of 2G Energy in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "**Deliverables**") (except for any Confidential Information of Customer or customer provided materials) shall be owned by 2G Energy. Subject to Customer's payment of all fees and reimbursements owed with respect to the Services, 2G Energy hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

10. Confidential Information.

(a) All non-public, confidential or proprietary information of 2G Energy, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by 2G Energy to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of 2G Energy. Confidential Information does not include information that is:

- (i) in the public domain;
  - (ii) known to Customer at the time of disclosure; or
  - (iii) rightfully obtained by Customer on a non-confidential basis from a third party.
- (b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.
- (c) 2G Energy shall be entitled to injunctive relief for any violation of this Section.

11. Representation and Warranty.

All Services and any Proprietary Parts (as defined below) provided or used by 2G Energy in the course of performing the Services are performed and sold subject to 2G Energy's standard Limited Warranty, a copy of which can be found at [2G Energy Inc Limited Warranty](#) (the "Standard Warranty"). "Proprietary Parts" means any spare parts, consumables and other materials that are manufactured exclusively by or for the account of 2G Energy or its affiliates to specifications that are proprietary to 2G Energy or its affiliates. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE STANDARD WARRANTY, 2G ENERGY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY NATURE, KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE REMEDIES SET FORTH IN THE STANDARD WARRANTY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND 2G ENERGY'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN THE STANDARD WARRANTY.**

12. Limitation of Liability.

(a) IN NO EVENT SHALL 2G ENERGY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER

ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL 2G ENERGY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE PAID OR PAYABLE TO 2G ENERGY PURSUANT TO THE APPLICABLE ORDER CONFIRMATION FOR THE SPECIFIC SERVICE OR ITEM GIVING RISE TO THE CLAIM.

(c) The limitation of liability set forth in Section 12(b) above shall not exclude or limit liability for personal injury or death to the extent that such liability cannot be excluded or limited under applicable law.

13. Termination. In addition to any remedies that may be provided under this Agreement, 2G Energy may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Indemnity. Customer shall indemnify, defend and hold harmless 2G Energy and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court and arbitration costs, arising out of or resulting from the Services (including any spare parts, consumables or other materials provided or used by 2G Energy in the course of performing the Services), or 2G Energy's failure to perform the same, inclusive of claims made by third parties, except to the extent such claims, damages, losses or expenses are finally adjudicated to result from 2G Energy's gross negligence or willful misconduct.

15. Waiver. No waiver by 2G Energy of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by 2G Energy. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Force Majeure. 2G Energy shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of 2G Energy including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, labor or equipment at prices and on terms 2G Energy deems in its sole discretion to be commercially reasonable, or equipment or telecommunication breakdown or power outage. Such circumstances entitle 2G Energy to postpone performance for the duration of such circumstance plus a reasonable starting up time or to cancel any order or part thereof not yet fulfilled.

17. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of 2G Energy. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

21. Arbitration. Subject to Section 26 below, any dispute, controversy or claim arising out of or relating to this Agreement will be resolved through binding international arbitration administered by the Commercial Arbitration and Mediation Centre for the Americas (CAMCA) in accordance with its rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Jacksonville, Florida, and the language of the arbitral proceeding will be English.

22. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Fees and Expenses, Payment Terms, Interest on Late Payments; Taxes; Intellectual Property; Confidential Information; Representation and Warranty; Limitation of Liability; Indemnity; Governing Law; Submission to Jurisdiction; and Survival.

25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

26. Mediation: Except as provided below, all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to mediation according to this Section. Completion of such mediation shall be a condition precedent to bringing any action pursuant to this Agreement. If the parties fail to reach a settlement of their dispute within thirty (30) days after the earliest date upon which one of the parties notified the other of its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to mediation by a single mediator chosen by the mutual consent of the parties. If the parties are unable to agree on a mediator, 2G Energy shall nominate one individual and the other party shall nominate another and those two nominated individuals jointly shall choose a mediator. The mediation shall take place in Jacksonville, Florida. This obligation of the parties to submit any dispute arising under or related to this Agreement shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, either party may seek an injunction or other appropriate relief from a court or arbitrator (if

arbitration is provided for in this Agreement) to preserve the status quo (including preservation of a claim that would otherwise be barred by an applicable statute of limitations that expires within 60 days of the filing) with respect to any matter pending conclusion of the mediation, but shall not be permitted to stay or otherwise impede the progress of the mediation. If the parties fail to reach an agreement through the above mediation process, either party may seek resolution through arbitration in accordance with Section 21 above.