

# SOLAR RESOURCE COMPASS USER SUBSCRIPTION CONTRACT

("Subscription")

Capitalized terms not defined herein shall have the meaning set forth in the Veracity Terms or the TOU.

## Section I - Cover Letter

### "Customer"

Company: \_\_\_\_\_

Invoice address: \_\_\_\_\_

Contact person -  
invoicing, email: \_\_\_\_\_

Contact person –  
user, email: \_\_\_\_\_

### "DNV GL"

DNV GL Energy USA, Inc.  
1400 Ravelllo Drive  
Katy, Texas 77449

Reference: 10169383

Section/Dept: E-AR-AS/100371

Contact person: **Jackson Moore**

Contact email: [Jackson.moore@dnvgl.com](mailto:Jackson.moore@dnvgl.com)

Contact phone: 510-891-0446

## SUBSCRIPTION


Details of the Solar Resouce Compass ("Application") Subscription are set forth in Attachment 1 hereto. The non-refundable fees for the Application Subscription include project credits as selected below:

Subscription Credit Package	Price (USD)
10 project credits	<input type="checkbox"/> \$10,000
50 project credits	<input type="checkbox"/> \$25,000
UNUSED CREDITS EXPIRE AT THE END OF THE SUBSCRIPTION TERM UNLESS THE SUBSCRIPTION IS RENEWED WITH A MINIMUM CREDIT PACKAGE	

### Agreed Special conditions:

This Subscription shall consist of the following documents and in the case of any ambiguities or contradictions between the various documents, shall take precedence in the order listed here:

- Agreed Special Conditions
- Application's service specific Terms of Use ("TOU") located at <https://src.dnvgl.com/tou>
- Veracity Platform Terms of Use ("Veracity Terms") located at <https://services.veracity.com/TermsOfUse>
- Section I - Cover letter
- Section II – General Terms and Conditions
- Any Attachments



The above listed documents together constitute the integrated entire Subscription between the Parties, superseding and replacing all prior agreements, understandings or representations relating to the subject matter hereof. Both the TOU and the Veracity Terms may be updated from time to time and without individual notice.

In order to access the Subscription features of the Application, each User will need to create a User Account at [src.dnvgl.com](http://src.dnvgl.com) (or via [veracity.com](http://veracity.com), DNV GL's data platform which enables a single sign-on to be used across all DNV GL applications). DNV GL's online data privacy policy can be accessed via [src.dnvgl.com/privacy](http://src.dnvgl.com/privacy).

Place:  
Date :

for Customer

Place:  
Date :

for DNV GL


\_\_\_\_\_  
(Name and Title in capital letters)

\_\_\_\_\_  
(Name and Title in capital letters)

## Section II – General Terms and Conditions

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1. The Application is developed by DNV GL who holds all rights. No part of the Application or any information derived from the Application may be reproduced, transmitted or copied in any form or by any means, distributed further or modified for commercial purposes. However, subject to including an explicit reference to DNV GL and the Application, information derived from the Application may be copied, reproduced and used in presentations, newsletters and other similar non-commercial purposes.
2. In case the Customer or any of its users fails to fulfil its obligations as set forth in this Agreement, DNV GL reserves the right to interrupt access to the Application.
3. Any reference in the Application to a commercial product, process, or service, or the use of any trade, firm or corporation name, or the inclusion of links or pointers to websites, is for information and convenience purposes only and does not constitute an endorsement, recommendation, certification or other endorsement by DNV GL.
4. While DNV GL uses reasonable efforts to ensure that the information provided through or in connection with the Application is accurate and up-to-date, DNV GL makes no warranties in respect of the Application, the use of thereof or with respect to any results, information or advice provided to the Customer as part of the Application. **To the extent permitted by applicable law, the Application and any results 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.** Customer hereby waive any claim against DNV GL and any other company in the DNV GL group of companies arising from or in connection with the Application, whether in contract or in tort (including negligence).
5. The effective date of this Subscription shall be the date of the last signatory here (the "Effective Date") and the Subscription term will be two (2) years from the Effective Date (the "Subscription Term"). If the Subscription is not renewed with a new subscription contract, access to the Application after the termination date will be limited to the Application's static condition at the end of the Subscription Term.
6. Either Party may terminate this Subscription by written notice to the other Party under the following circumstances: (i) if the other Party commits a material breach of this Subscription and fail to rectify such within ten (10) working days after receipt of the other Party's written notice; or (ii) if the other Party becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, receivership, dissolution, liquidation, winding-up or otherwise discontinues business; or (iii) for convenience after serving the other Party a written notice 90 (ninety) days prior to termination.
7. If Customer terminates the Subscription for convenience, Customer will have full access to the Application for the ninety (90) day notice period and may use any Project Credits until termination.
8. Any Project Credits remaining at the time of termination will be forfeited and no refund will be provided.
9. Each party is solely responsible for paying any and all taxes to any public authority wherever such taxes are levied on the activities of such party. For the purpose of this Subscription, any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, and/or any other similar taxes which may be applicable.
10. Customer shall effect payment as agreed in the Cover Letter to DNV GL for the Application Subscription, to DNV GL's bank account stated on the invoice within thirty (30) days of the date of the invoice.
11. In case of late payments, DNV GL is entitled to charge a late payment penalty interests according to the applicable law of this Subscription, or 3% above the thirty (30) days LIBOR rate, whichever is the higher.
12. The Application does not imply any license to use or refer to DNV GL or its trademarks.

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13. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE, AGGREGATED LIABILITY OF DNV GL, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES AND SUBCONTRACTORS (COLLECTIVELY, "DNV GL GROUP") ARISING FROM OR IN CONNECTION WITH THIS SUBSCRIPTION, THE APPLICATION, OR THE USE OF OR ACCESS TO THE DATASETS, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NEVER EXCEED THE AMOUNTS PAID BY CUSTOMER TO DNV GL IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO DNV GL GROUP'S ALLEGED LIABILITY.
  14. IN NO EVENT, WHETHER BY WAY OF INDEMNITY, CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL DNV GL GROUP HAVE ANY LEGAL LIABILITY FOR, AND SHALL NOT BE RESPONSIBLE FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, PRODUCTION, REVENUE OR PROFITS DATA, AS WELL AS LOSS OR UNINTENDED PROPAGATION OF DATA, ARISING FROM OR IN CONNECTION WITH THE APPLICATION OR THE USE OF OR ACCESS TO THE DATASETS.
  15. Customer agrees to keep confidential any information it obtains from the use of the Application or from DNV GL relating to the Application. Customer shall treat such information or Datasets with reasonable care and diligence, not disseminating or disclosing it to third parties without DNV GL's prior written consent, provided however that Customer 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 Customer 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 Customer; (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 Customer independently from the Application or use thereof. **DNV GL shall have the right to use any information or Data or User Content uploaded to or used with the Application for its own statistical or analytical purposes, provided that such information, Data or User Content shall only be disclosed to third parties in aggregated anonymous forms.**
  16. These terms shall be governed and interpreted in accordance with Texas law. Any dispute in connection with or arising from the Application or Customer's use thereof, whether in contract or in tort, or otherwise in respect of any information provided to or through the Application, shall be subject to the exclusive jurisdiction of the courts of Texas.

## ATTACHMENT 1

### Application Subscription Description

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Solar Resource Compass (the "Application"), accessible at [src.dnvgl.com](http://src.dnvgl.com), is an online internet browser-based application that enables the Customer's users to view detailed comparisons of solar irradiance data for any site in the United States and southern Canada.

Subscriptions to the Application enable a detailed analytical comparison of multiple irradiance data sources. Application Subscriptions are purchased based on the number of site locations (project credits) desired and are available in 10-credit packs (\$1000 per site; \$10,000 subscription) and 50-credit packs (\$500 per site; \$25,000 subscription). Application Subscription access includes the following features:

- Comparison of monthly and annual irradiance data for at least 5 nearby NREL stations, plus NREL's PSM satellite model, Meteonorm and DNV GL's SunSpot irradiance data
- DNV GL SunSpot TGY irradiance data for your project location, includes GHI, DNI, DHI, ambient temperature and wind speed
- Meteonorm TMY irradiance data for your project location
- Quality check of each source to ensure that GHI, diffuse, temperature and wind speed are consistent among the group. Outliers are flagged so you can see which sources passed the quality checks and which did not.
- Summary analytics including median/average values and standard deviation
- Information about each source including distance from site, grid size (for satellite data) and elevation
- Map-based view allowing you to evaluate where stations are location relative to your project location
- Monthly summary table reporting GHI, DHI, temperature and wind speed
- Charting of the GHI for each source to evaluate monthly/seasonal consistency

The Customer may authorize up to 100 users to have access to the Customer's subscription. Once any one of the authorized users chooses to apply a credit to access the detailed analytics for a given location, all users in the organization will also have access to the full analysis. Only one credit will be required per site, and results will be available to all Customer's authorized users during the Subscription Term.

As new features are added to the Application during the Subscription Term, these features will be automatically available to all previously paid site locations. One credit per site will provide access to all current and future analytics during the Subscription Term.

At the end of the Subscription Term, any unused credits expire unless Customer elects to initiate a new subscription contract for the minimum Subscription Credit Package and unused credits will be rolled into the new subscription contract and added to the new Subscription Credits. Only static information (as available on the Termination Date) related to Paid site locations will remain available to users after the Termination Date. Subscription renewal is not required for access to previously purchased site data.

The analytics provided by the Application implements analysis comparable to the analysis that DNV GL's solar energy team performs when performing a "bankable" solar resource assessment. In most cases, the results provided by the Application will match the results generated by DNV GL's solar energy team. In some cases, such as with microclimates, a manual review by DNV GL may result in the inclusion or exclusion of data sets that are not considered by the Application. The Application provides an interactive map which enables the user to consider the proximity of the site location and any irradiance sources to geographic features which may create microclimates for some of the locations considered.

Application Technical support is included in the subscription fees for the Subscription Term. This feature provides support for errors or inconsistent behaviour of the Application experienced by the Customer. Application Technical Support can be reached at [src\\_contracts@dnvgl.com](mailto:src_contracts@dnvgl.com) or at [src.dnvgl.com/support](http://src.dnvgl.com/support).