



WPO TERMS AND CONDITIONS FOR DIGITAL SERVICES

This WPO License and SaaS Client Agreement ("LCA") is between the WPO entity identified in the preamble of the Purchase Order incorporating this LCA ("WPO"), and the Client identified in section 2 (Client Information) of the Purchase Order incorporating this LCA ("Client"). Capitalized terms not otherwise defined have the meanings given to them in the attached glossary and/or the relevant Purchase Order.

PREAMBLE:

- A. WHEREAS the Client owns renewable energy production plant(s) and/or grid energy storage facilitie(s).
- B. WHEREAS WPO is a company specialized in technical consulting and engineering in the renewable energy sector. WPO offers a full range of expert services throughout the life cycle of renewable production technologies which includes a range of digital, commercial, and engineering services.

The Client wishes to get access to SaaS and associated services, as described in this Agreement.

1. USAGE RIGHTS AND RESTRICTIONS

1.1 Service Delivery. WPO will make the Product(s) listed in the relevant Purchase Order available on a SaaS mode, as specified in the relevant Purchase Order.

As of the applicable Order Date WPO will make the Software available to Client on a SaaS mode on a non-exclusive, non-sublicensable, non-transferable limited basis for Client's Use for the Sites listed in the Purchase Order solely: (i) during the relevant Purchase Order Term, (ii) for Client's own internal business purposes, (iii) subject to any Usage Allowances in the relevant Purchase Order. Client may access SaaS via the internet.

1.2 Users. Client may permit its Users to use the ordered SaaS subject to the Usage Allowances in the relevant Purchase Order. Each Client User will be assigned a unique User identification name and password ("User ID") which cannot be used by anyone else. Other authentication means can be used. Client is responsible for ensuring the security and confidentiality of all User ID. Client is responsible for breaches of the Agreement caused by Users, and for all liabilities incurred through use of any User ID.

1.3 Restrictions. Client will make no attempt to, and will not permit any User to make any attempt to:

- (A) copy, modify, translate, create derivative works from, reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know-how underlying SaaS;
- (B) transmit any content or data that is unlawful or infringes any Intellectual Property Rights;
- (C) interfere in any manner with WPO's provision of SaaS;
- (D) sublicense, resell, or transfer any of Client's rights under the Agreement, or otherwise use, publish, lease, redistribute, or provide access to the SaaS to a third party, or otherwise make them available to anyone other than Users;
- (E) use or access the WPO Solutions to develop a competitive product or service, or to operate in a time-sharing, outsourcing or service bureau environment; nor
- (F) conceal or remove any proprietary rights notice contained in the Software, SaaS, or Deliverables.

1.4 Suspension. WPO may suspend or limit Use of the use of SaaS if continued Use may result in material harm to the SaaS or its Users. WPO will promptly notify Client of the suspension or limitation. WPO will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

1.5 Verification of Use. Client will monitor its own use of SaaS and report any Use in excess of applicable Usage Allowances. WPO may monitor Use to verify compliance with applicable Usage Allowances and other terms of the Agreement, and Client agrees to cooperate and provide WPO and its representatives accurate written records and other reasonable assistance and information as necessary for WPO to verify Client's Use. Client will, upon WPO written request, provide WPO a true and correct written report listing the number of Sites, and any other metric for which the Purchase Order imposes a Usage Allowance under the relevant Purchase Order.



1.6 API Usage restrictions. WPO grants a limited, non-exclusive, non-transferable, and revocable license to access and use the API solely for Client internal business purposes. Client shall not use the API for any other purpose without the prior written consent of WPO, and agree not to:

- (A) Use the API in any manner that could damage, disable, overburden, or impair the API or interfere with any other party's use of the API.
- (B) Use the API for any illegal, unauthorized, or otherwise inappropriate purpose, including but not limited to i) Engaging in any activity that would constitute a violation of any applicable law, regulation, or governmental order and ii) Engaging in any activity that is deceptive, fraudulent, or constitutes a breach of trust.
- (C) Use the API to create a product, service, or software that competes with or replicates any product, service, or software offered by WPO.
- (D) Reverse engineer, decompile, disassemble, or attempt to derive the source code or structure of the API.
- (E) Sublicense, distribute, or otherwise make available the API to any third party without the prior written consent of WPO.
- (F) Transmit any viruses, malware, or other harmful code via the API.

WPO reserves the right to impose rate limits on your use of the API, including limiting the number of requests in a given period of time. Client shall implement and maintain reasonable security measures to protect your access to and use of the API, and promptly notify WPO of any security breaches or unauthorized use of the API.

2. WPO OBLIGATIONS

In addition to the provision of an access right to the SaaS, WPO will provide the following to the Client if applicable and as specified in the Purchase Order:

2.1 Support and Maintenance. WPO will provide Support and Maintenance as specified in the relevant Purchase Order. Except as otherwise expressly agreed in the relevant Purchase Order, Client will not engage or permit any third party to provide such support services in connection with any or other software provided as a software as a service. Client will pay any applicable Support and Maintenance Fees as set out in the relevant Purchase Order. WPO reserves the right, in its sole discretion, to modify or discontinue Support and Maintenance. Support and Maintenance will terminate upon expiration or termination of the Order Term or upon Client's failure to pay the undisputed applicable Support and Maintenance Fees within 30 days of the Due Date. Support and Maintenance does not cover custom developments arising from the Professional Services, which will be charged as specified in the relevant Purchase Order.

2.2 Upgrades: Updates of SaaS can be deployed by WPO, as and when they become available. These updates, which are decided unilaterally by WPO, will be made available to the Client at no additional cost. The Client is informed that some updates may require the performance of additional Professional Services.

2.3 Professional Services.

- (A) *General.* If applicable, WPO will provide Professional Services as set forth in the relevant SPS. Professional Services Fees associated with SPSs will be listed in the Purchase Order and/or the relevant SPS. All SPSs will incorporate and be subject to the terms of the Agreement. Unless otherwise provided in any SPS, WPO will provide all Professional Services on a time and materials basis.
- (B) *Change Process.* Either party may request that WPO make changes to the Professional Services described in the relevant SPS by delivering a written proposed change request to the other party ("**Change Request**"). A Change Request becomes effective when the parties mutually agree upon and execute the Change Request. Each executed Change Request is deemed to be incorporated into the relevant SPS.
- (C) *Review and Acceptance.* Client will conduct acceptance tests according to a schedule and an order of priority previously decided in consultation with WPO, in order to test all the Professional Services in a timely manner as agreed by the Parties and described in the relevant SPS. Client report Errors to the WPO as they occur.



Client will review the Deliverable to determine if it complies with the criteria set forth in the relevant SPS. If Client reasonably determines that there is an Error, Client will provide written notice to WPO with a detailed description of the alleged Error. WPO will, if necessary, modify the Deliverables or re-perform the relevant Professional Services to make the Deliverable substantially conform to the applicable criteria. Each Deliverable is deemed accepted unless Client rejects the Deliverable in writing within seven days of Client's receipt of access to the Deliverable or receipt of the Deliverable.

- (D) *License Grant.* WPO hereby grants to Client a royalty-free, worldwide, non-sublicensable, non-transferable, non-exclusive, limited license to use for internal purposes only, the Deliverables provided to Client. WPO and its suppliers retain all rights in and to the Deliverables provided to Client. Nothing in this Agreement will preclude WPO from marketing, developing or using for itself or others, services or products that are the same as or similar to those WPO provides to Client.
- (E) *Personnel.* WPO will ensure that Consultants comply with all reasonable requests from Client's staff, as well as with any security arrangements applicable at the Project Location that are provided in advance to WPO. If a Consultant fails to meet the standard of performance described in this LCA, WPO will use commercially reasonable efforts to replace the Consultant. WPO may replace or remove Consultants at WPO's sole discretion, provided that WPO continues to meet its obligations under the Agreement.
- (F) *Cancellation.* Unless otherwise stated in the relevant SPS, if Client cancels any Working Days:
 - (1) within fourteen (14) days prior to commencement of the relevant Professional Services, then Client will pay WPO 50% of the total estimated Fees for the Working Days which were booked and subsequently cancelled
 - (2) anytime after commencement of the Professional Services, then Client will pay WPO the Fees for those Working Days that, but for the cancellation, WPO would have provided during the 60 days period following the cancellation notice, determined by reference to the schedule for provision of Professional Services in the affected SPS. In addition, Client will pay all non-recoverable Expenses incurred by WPO in anticipation of performing the scheduled Professional Services and prior to receipt of notice of cancellation from Client.

3. CLIENT OBLIGATIONS

3.1 Necessary Equipment. Client is solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, services (such as internet service providers), hardware, and software necessary for Client and its Users to Use the SaaS, except as otherwise expressly agreed in the relevant Purchase Order. For the sake of clarity, Client may have to buy additional software from third party providers as listed in the SPS.

3.2 Client Information. Client and its Users are responsible for providing all Client Information (and in particular providing WPO with all the necessary data from a given Site, including credentials to access local SCADA facility relating to the Site) and all consents necessary for any processing required under the Agreement. Client hereby grants to WPO all necessary licenses to Client Information required for WPO to provide SaaS. WPO will use the Client Information only to the extent necessary to provide the WPO Solutions or to fulfill authorized requests from Client.

3.3 Personal Information: If the GDPR, UK Data protection act or California Consumer Privacy Act of 2018 or any equivalent statutes ("Personal Information Rules") applies to Client's Use of SaaS to process "personal information" (as defined in the Personal Information Rules) that is uploaded to the SaaS ("Personal Information"), WPO agrees and certifies that WPO will not: (A) retain, use, or disclose Personal Information except as permitted in the Agreement and under Personal Information rules; or (B) sell Personal Information. This section 3.2 does not limit or reduce any other data privacy commitments WPO makes to Client in the Agreement.

3.4 Cooperation. Client acknowledges that the WPO Solutions, Deliverables, and Fees specified in an Purchase Order depend upon Client's provision of accurate information (and in particular data from the Sites, over which WPO has no control nor power) and resources, and rely, for SaaS, on external providers upon which WPO has no authority. Client will timely provide WPO at no charge: (A) all information reasonably required; (B) all cooperation reasonably requested to facilitate WPO's provision of the WPO Solutions; (C), all resources, consents, and licenses reasonably necessary to permit WPO to provide the WPO Solutions that are not otherwise identified in the relevant Purchase Order as WPO's responsibility; and (D) make appropriate Client personnel available for cooperative activities.

4. FEES AND TAXES



4.1 Fees and Expenses. Client will pay the Fees described in the relevant Purchase Order, which will accrue beginning on the date identified in the relevant Purchase Order. Purchase Orders are non-cancelable, and the sums paid nonrefundable, except as provided in the Agreement or the Purchase Order. If Client exceeds the Usage Allowance ordered, then Client must promptly purchase and pay Fees for the excess quantity.

4.2 For the sake of clarity:

- Client may decrease the number of Sites to a minimum threshold defined in each Purchase;
- the decommissioning of a Site does not imply, per se, the termination the Agreement.

If Client believes in good faith that an invoice amount is incorrect, Client must notify WPO of the alleged error before the due date specified on the invoice (the "**Due Date**"). Client will pay the invoice's original amount by the Due Date. Client will reimburse WPO for all reasonable Expenses incurred by WPO or its Consultants in providing Professional Services, as per the conditions detailed in the Purchase Order and WPO will issue related invoices monthly in arrears.

4.3 Taxes. If any taxes are payable on any amounts invoiced under the Agreement, Client will pay WPO the amount of such taxes in addition to the Fees. Client is responsible for all taxes payable with respect to the WPO Solutions, other than taxes on WPO's income. If WPO pays any such taxes on Client's behalf, Client agrees to reimburse WPO for such payment as invoiced.

4.4 Price Index Changes. On the 1st day of January following the Order Date of each Purchase Order and every twelve months thereafter, WPO may, at its sole discretion, increase the amount of any Fees due under such Purchase Order in accordance with the Consumer Price Index (CPI). The fees shall not be revised downwards. The first revision shall be applied on the 1st day of January following the Order Date using as reference the latest index known upon the Order Date.

4.5 Late Payments. If any payment is not made when due, interest will begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or 1.5% per month, accrued from the date due until paid in full.

5. TERM AND TERMINATION

5.1 Term. The term of the Agreement begins on the initial Order Date and will remain in force until there are no Purchase Orders in effect for a period of six consecutive months ("**LCA Term**"), unless earlier terminated in accordance with this section 5. The Order Term for each Purchase Order is as stated in the relevant Purchase Order. The term of each SPS for Professional Services is as stated in the relevant SPS ("**SPS Term**").

5.2 Termination for Cause. If a Party materially breaches the Agreement, including but not limited to the Client failing to pay any Fees when due, and the breach is not remediable or the defaulting Party has not remedied the breach within 30 days of receiving written notice of it from the other Party, then the non-defaulting party may terminate the Agreement. As far as WPO is concerned, WPO, may (in its sole discretion) do any or all of the following on written notice to Client: (A) suspend performance of some or all of WPO's obligations under this Agreement until the breach has been cured in full; (B) require Client to provide a retainer to WPO equal to WPO's estimated Fees for the next three months of the relevant Order Term, or (C) terminate the Agreement or any Purchase Order with immediate effect.

5.3 Scope of Termination by WPO. Any right for WPO to terminate the Agreement means that WPO may terminate any or all Purchase Orders in whole or in part. Upon partial termination, the Fees charged by WPO will be equitably reduced by an amount reasonably determined by WPO as reflecting the reduced functionality of the WPO Solutions provided to Client.

5.4 Effect of Termination or Expiration of the Agreement. Upon termination or expiration of the Agreement:

- (A) any amounts owed to WPO under the Agreement are immediately due and payable;
- (B) each party will return to the other, or purge from its electronic or other storage facilities or records, all Confidential Information and Documentation of the other party in its possession or control, provided, however, that each party may retain any Confidential Information that it is required by law to retain and that WPO may retain data provided by Client, as long as WPO anonymize such data;
- (C) the Order Terms for all Purchase Orders will automatically terminate.
- (D) The following provisions survive termination or expiration of the Agreement: sections 4 (Fees and Taxes), 5.4 (Effect of Termination of the Agreement), 5.5 (Effect of Termination of an Purchase Order), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11 (Miscellaneous), the attached Glossary, and sections 4 (SaaS) and 6 (Fees and Payment Terms) of the applicable Purchase Order.



5.5 Effect of Termination or Expiration of a Purchase Order. Upon termination or expiration of a Purchase Order:

- (A) any amounts owed to WPO under the relevant Purchase Order are immediately due and payable;
- (B) all licenses to the applicable product granted in that Purchase Order will immediately terminate;
- (C) WPO will disable Client's general Use right to the product ; and for a period of thirty days after the effective date of termination or expiration, WPO will allow Client access to the SaaS extract Client Information that Client wishes to retain, provided that Client may request WPO to extract Client Information as part of Professional Services, to be charged on a time and material basis at WPO's prevailing rate. WPO will not provide any copies of the database associated with the SaaS which contains Client Information.

6. WARRANTIES

6.1 WPO Warranties.

- (A) WPO warrants that:
 - (1) all WPO personnel assigned to the performance of the Agreement will have the appropriate skill and experience, and will comply with all reasonable security and safety requirements of Client, provided that those requirements have previously been provided to WPO in writing;
 - (2) provided that Support and Maintenance under the relevant Purchase Order remains in effect, SaaS will perform substantially in accordance with the applicable Specifications; and
 - (3) WPO will perform the Professional Services with reasonable care and skill.
 - (4) WPO warrants the Client the possibility to remotely access the SaaS according to the time availability rate of 99% (ninety-nine percent), subject to the availability and related commitments for telecommunication access, and except in case of force majeure.
- (B) *Exclusions.* The warranties in section 6.1(A) will not apply if (1) the SaaS, or Deliverables are not used in accordance with the Agreement or Documentation, (2) a non-conformity is caused by Client, or by any product or service not provided by WPO, or (3) WPO provides the applicable WPO Solution as a Trial Product or for no Fees.. WPO's sole obligation and Client's sole and exclusive remedy for any failure, defect, inaccuracy or interruption in the SaaS, or WPO's breach of the limited warranties in section 6.1(A), is WPO's commercially reasonable effort to, as applicable, restore Use of such SaaS as soon as possible, re-perform any non-conforming Professional Services, or correct any non-conforming Deliverables.

6.2 Client Warranties. Client warrants that it will comply with all applicable laws and will use the WPO Solutions solely for lawful purposes. Furthermore, Client warrants that it holds all the necessary rights on the Site, and in particular the rights to get connected the renewable assets.

CLIENT ACKNOWLEDGES THAT IT IS THE CLIENT RESPONSIBILITY TO PROVIDE WPO WITH ADEQUATE DATA FROM THE SITE(S).

WPO reserves the right to terminate or suspend Client's license and ability to use the WPO Solutions if necessary to ensure WPO's compliance with applicable laws.

6.3 WARRANTY DISCLAIMER. THE WPO SOLUTIONS, DELIVERABLES, AND ALL OTHER DATA AND MATERIALS MADE AVAILABLE TO CLIENT IN CONNECTION WITH THE AGREEMENT ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED IN SECTION 6.1(A), WPO AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES REGARDING ANY MATTER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR PARTICULAR PURPOSE, OR ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING, OR THAT THE WPO SOLUTIONS OR DELIVERABLES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. WPO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY SOFTWARE (IN PARTICULAR REGARDING THE DEFAULT, SUSPENSION OR CESSATION OF AMAZON WEB SERVICES AND/OR IN CASE OF INSOLVENCY PROCEEDINGS OF AMAZON WEB SERVICES) OR THE INTEROPERABILITY OF WPO SOLUTIONS WITH ANY THIRD-PARTY SOFTWARE OR SYSTEM.



7. INDEMNIFICATION

7.1 By WPO. WPO will defend Client and its affiliates against third party claims brought against the Client and its affiliates alleging that the Software and/or SaaS (altogether, for the sake of this clause 7 'Indemnification', the "Software") infringes any copyright, misappropriates any trade secret, or infringes any duly issued US patent. WPO will indemnify Client against all damages finally awarded against Client (or the amount of any settlement WPO enters into) with respect to these claims.

- (A) *Exclusions.* WPO's obligations under this section 7.1 will not apply if a claim arises from: (i) Third-Party Software, (ii) additions, changes or modifications to the Software by or on behalf of Client, (iii) use of the Software in conjunction with Client IP or any product or service not provided by WPO, (iv) Trial Products, or (v) Client's breach of section 1 (Usage Rights and Restrictions).
- (B) *Remedies.* If (i) the Software becomes, or in WPO's opinion is likely to become, the subject of any claim for infringement or (ii) if Client is enjoined from Using the Software, WPO will, at WPO's option and expense, procure for Client the right to continue Using such Software, or replace or modify such Software, so that it becomes non-infringing. If in WPO's reasonable judgment, none of the foregoing are commercially feasible, WPO may terminate the relevant Purchase Order without further liability or obligation to Client, and, if such Software is Deployed, Client will return to WPO all copies of such Software. This section 7.1 states WPO's sole and entire liability and Client's sole and exclusive remedy in respect of infringement claims relating to any of the Software.

7.2 By Client. Client will indemnify, defend, and hold harmless WPO, its affiliates and their officers, directors, employees, agents and representatives from and against any and all losses, costs, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees) arising from any third party claims resulting from (A) the use or possession of Client Information, Client IP, or Client's violation of the Agreement or use by any person of any Client Information or Client IP in accordance with the Agreement; or (B) the use of the SaaS provided by WPO or its affiliates.

7.3 Procedure. The indemnifying party's obligations under this section 7 are conditional upon the indemnified party: (A) giving prompt notice of the claim to the indemnifying party; (B) granting sole control of the defense or settlement of the claim or action to the indemnifying party; and (C) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim.

8. LIMITATION OF LIABILITY

8.1 Limitation. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WPO'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES PAID BY CLIENT TO WPO DURING THE PRECEDING 12 MONTH PERIOD UNDER THE PURCHASE ORDER GIVING RISE TO LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 WILL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES MIGHT REASONABLY BE FORESEEABLE.

8.2 Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WPO HAVE ANY LIABILITY FOR THE FOLLOWING: (A) ANY PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF PROFIT, LOSS OF USE, LOSS OF REVENUE, INCREASED COSTS AND EXPENSES, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, EXTERNAL DATA OR DATA FEEDS, LOSS OF GOODWILL, INVESTMENTS, USE OF MONEY, THE COSTS OF SUBSTITUTE OR REPLACEMENT SOFTWARE, WORK PRODUCT, WIND TURBINE OR SERVICES, OR LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA, OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, DAMAGE OR HARM TO REPUTATION (IN EACH CASE WHETHER DIRECT OR INDIRECT) ARISING UNDER OR RELATED TO THE AGREEMENT OR ANY PURCHASE ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING FOR NEGLIGENCE); (C) ANY DAMAGE OR LOSS RESULTING FROM A CAUSE OVER WHICH WPO DOES NOT HAVE CONTROL, INCLUDING, WITHOUT LIMITATION, PROBLEMS ATTRIBUTABLE TO PUBLIC INTERNET OR CLOUD PROVIDER INFRASTRUCTURE, CLIENT'S INABILITY TO BE CONNECTED TO THE INTERNET, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES, NETWORK CONNECTIVITY, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OR OPERATOR ERROR, OR (D) ANY LOSS OR DAMAGE CLIENT MAY INCUR AS A RESULT OF CLIENT'S USE OF ANY THIRD-PARTY SOFTWARE OR SERVICES IN CONNECTION WITH PRODUCTS OR SERVICES PROVIDED BY WPO, EVEN IF SUCH THIRD-PARTY SOFTWARE OR SERVICES ARE PROVIDED BY WPO.

8.3 No Liability for Client Information. None of WPO, its suppliers or its licensors will have any liability whatsoever for the accuracy, completeness, or timeliness of Client Information, any consent required to process any Client Information, or for any decision made or action taken by Client in reliance upon any Client Information or other information obtained by Client through the SaaS.



8.4 Services Interruption. At times, action or inaction by third parties or external events may impair or disrupt use of or access to the WPO Solutions. Although WPO will use commercially reasonable efforts to remedy and avoid such events, WPO cannot, and does not, guarantee that they will not occur and Client agrees that WPO will have no liability for any breach of the Agreement to the extent caused by any such event. If use of or access to the WPO SaaS is impaired or disrupted after WPO has advised Client to perform remedial actions and Client has failed to perform those remedial actions, WPO may charge Client at Professional Services rates.

8.5 Limitation on Actions. No action, regardless of form, arising out of the Agreement may be brought by Client more than one year after the cause of action arose. The remedies set forth in this LCA are Client's sole and exclusive remedies for breach of the Agreement.

9. INTELLECTUAL PROPERTY

9.1 WPO IP. WPO and its licensors retain all Intellectual Property Rights in (i) all WPO Confidential Information, (ii) WPO's general release software, including the WPO Solutions and Documentation, and (iii) all other intellectual property owned or created by or on behalf of WPO (items (i)-(iii), collectively, "**WPO IP**"). All rights to the WPO IP not expressly granted to Client are reserved to WPO and its licensors.

9.1.1 Use of "open source" software

Client acknowledges and agrees that if WPO uses, integrates or develops software components subject to "open source" software licenses, of which WPO is not the author and/or the publisher, all the rights granted to the Client in such software and/or related specific developments would be assigned under the conditions and within the limitations of the terms of their licenses.

Furthermore, WPO cannot be held liable for any reason whatsoever for any direct and/or indirect damage whatsoever caused by said "open source" components or software, of which WPO is not the author and/or the publisher, and which could be used or integrated with the Services.

9.2 Client IP. Client retains all Intellectual Property Rights in (i) all Client Confidential Information and Client Material and (ii) all intellectual property owned, created or conceived and reduced to practice by Client or its other suppliers, excluding WPO IP (items (i)-(ii), collectively, "**Client IP**"). Subject to provision of section 9.3 below, Client grants no licenses to WPO to use the Client IP other than for the purposes of fulfilling its obligations under the Agreement.

9.3 License on Client Data: Notwithstanding the above, Client grants to WPO an unlimited, free of charge and irrevocable license on the Client data stored on the SaaS, provided that (i) Client's data are anonymized, (ii) not resold as is to third parties and (iii) not being made accessible to third parties except as far as necessary for the performance of this Agreement and in compliance with the "Confidentiality" section below.

10. CONFIDENTIALITY

10.1 Recipient's Obligation. Each party ("**Recipient**") will keep the disclosing party's ("**Disclosing Party**") Confidential Information confidential and protect it to the same degree Recipient protects its own Confidential Information, but in no event less than a reasonable degree of care. Recipient may not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent. Each party's Confidential Information may be disclosed within Recipient only as reasonably necessary to satisfy Recipient's obligations under the Agreement.

10.2 Exclusions. The obligations in section 10.1 will not apply to (A) any information that the Recipient can show was in its possession prior to its disclosure under the Agreement without any confidentiality obligation to the Disclosing Party; (B) any information which is independently developed by Recipient without reference to the Disclosing Party's Confidential Information; (C) any information which becomes generally known by the public other than through the fault of Recipient; or (D) any information required by law or by the rules of any governmental or self-regulatory agency to be disclosed.

11. MISCELLANEOUS

11.1 Relationship of Parties. WPO will provide the WPO Solutions as an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the parties. Neither party will have the authority to bind the other party or to assume or create any obligation on the other party's behalf, nor will it represent to a third party that it has such authority. Nothing in this Agreement creates the relationship of employer and employee between Client and the Consultants.

11.2 Non-Solicitation. Client acknowledges that WPO has expended significant resources in recruiting and training its employees and Consultants, and that their loss would cause irreparable harm to WPO. During the LCA Term and for a



period of 12 months thereafter, Client will not directly or indirectly solicit, attempt to solicit, or induce the termination of employment or agency of any present or former Consultant or employee of WPO or any of its affiliates (or any company controlled by any such Consultant or employee), unless Client first obtains WPO's written consent. If Client breaches this section 11.2, Client will pay WPO liquidated damages equal to 18 months' salary of the solicited WPO Consultant or employee, to be paid within 30 days following the attempted or actual solicitation. Client acknowledges that damages for a breach by Client of this section 11.2 are difficult to calculate and that the amount provided under this section 11.2 is a reasonable estimate of the costs and expenses that WPO would have incurred in recruiting, training and retaining the solicited employee or Consultant.

11.3 Assignment. Client may not assign any right or obligation under the Agreement without the prior written consent of WPO. Any change of control or sale of all or substantially all of Client's assets or other similar transaction involving Client is considered an "assignment" under this section 11.3 subject to WPO's consent. WPO may assign the Agreement to any of its affiliates or a person who acquires business assets relating to the WPO Solutions.

11.4 No Implied Licenses. There are no implied licenses under the Agreement and any rights not expressly granted hereunder are reserved. Neither party will exceed the scope of the licenses granted hereunder.

11.5 Severability. In the event that any term of the Agreement is found to be unenforceable, then such term will be construed as severable from the Agreement so as not to affect the validity and enforceability of the remainder.

11.6 Subcontractors. WPO reserves the right to perform any of its obligations under the Agreement through subcontractors (including Consultants). WPO is responsible to Client for work performed by subcontractors as if it were WPO's own work. If the subcontractor needs access to Client's Confidential Information to perform subcontracted services, WPO may provide such access if the subcontractor first agrees in writing to comply with confidentiality provisions substantially similar to the Agreement. All Source Code, object code, and other WPO Confidential Information a subcontractor provides to Client is owned by WPO and subject to the confidentiality and use restrictions in the Agreement.

11.7 Communication. Client agrees that WPO may use Client's name in marketing materials and as a commercial reference.

11.8 Notices. Any notice to be given under the Agreement will be in writing and delivered both by registered mail or overnight commercial courier to the principal office of the notice recipient and by electronic mail.

11.9 Dispute Resolution; Governing Law.

- (A) *Informal Resolution*. The parties' senior management will promptly meet in good faith to try to resolve any dispute relating to this Agreement.
- (B) *Court*. Any disputes that cannot be resolved by the parties as described in subsection (A) within 30 days will be settled by the Commercial Court of Paris, France.
- (C) *Governing Law*. The Agreement, as well as the merits of any dispute, including but not limited to the validity of the Agreement, will be resolved in accordance with the laws of France.
- (D) *Equitable Relief*. Notwithstanding this section 11.9, neither party is precluded from seeking, from a court of competent jurisdiction, interim relief related to a dispute arising out of the Agreement, including injunctive relief.

11.10 Purchase Order. Client's purchase orders may be accepted by WPO for accounting convenience only. No terms or conditions contained in any purchase order will amend the Agreement or otherwise constitute an agreement between the parties.

11.11 Amendment; No Waiver. The Agreement may be amended only by mutual written agreement signed by authorized representatives of both parties. Any waiver of one event will not be construed as a waiver of subsequent events.

11.12 Force Majeure. Except for a party's payment obligations, neither party is liable for any failure to perform or delay in performing any obligation under the Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), pandemic, embargo, blockade, legal prohibition, governmental action, riot, insurrection, civil disorder, damage, destruction, component or materials shortage, failure of the public internet or any other cause beyond the reasonable control of such party.



11.13 Personal data. Personal Data: For the performance of the Agreement, no transfer of personal data shall be required. However, shall the case arise, the Client shall be regarded as data controller and shall provide WPO with all necessary written instructions with regards to such personal data.

11.14 Execution and Counterparts. The individuals signing the Purchase Order represent that they are duly authorized to execute the Agreement for and on behalf of the party for whom they are signing. The Agreement may be executed by one or more of the parties to the Agreement on any number of separate counterparts and taken together constitute the same instrument. Delivery of an executed signature page to the relevant Purchase Order in portable document format (.PDF) is effective as delivery of a manually executed counterpart of the Agreement.

11.15 Entire Agreement. This LCA, together with its Purchase Order(s) and respective schedules, is the entire agreement between Client and WPO with respect to WPO Solutions and supersedes any prior agreements or understandings not incorporated herein, including any proposals, correspondence and presentation materials exchanged by the parties.



GLOSSARY

"Agreement" is defined in section 3 (Agreement) of the Purchase Order.

"API" means the provision of an Application Programming Interface Software by or on behalf of WPO that enables different software components to communicate and transfer data.

"Confidential Information" means (A) with respect to Client, any material non-public information concerning Client's business, property, operations, clients, procedures, marketing policies and practices, and research data specifically designated in writing by Client or its agents as being confidential in nature and any extracts, summaries, handouts and correspondence based on or relating to the foregoing; and (B) with respect to WPO, any material non-public information concerning WPO's business, property, methods of operation, clients, procedures, marketing policies and practices and research data specifically designated in writing by WPO or its agents as being confidential in nature, the Agreement, the WPO Solutions, and all information relating to the provision of related services, any related WPO software including any and all Documentation, the SaaS Specifications including any related Specifications linked to the SaaS delivery, WPO client lists and references, WPO price lists, User IDs and any extracts, summaries, handouts and correspondence based on or relating to any of the foregoing.

"Consultant" means the professional services personnel provided by WPO to Client for the provision of WPO Solutions, as set out in each Purchase Order.

"Client Information" means the data entered by Users while Using the SaaS.

"Client Material" means any Client Information, software, documentation, data, hardware, tools, or any other materials, information or intellectual property owned, leased or licensed by Client, and that Client delivers to WPO or to which Client provides WPO access to enable WPO's provision of WPO Solutions.

"Daily Rate" means WPO's standard fee per Working Day, unless otherwise set out in the applicable SPS.

"Deliverable" means any materials, work product or technology that WPO delivers or provides access to, or develops or creates for, Client in connection with the Professional Services as further described in the relevant SPS.

"Documentation" means the published user manuals (whether in print or electronic form) that relate to the Use of SaaS that have been provided by WPO to Client hereunder.

"Expenses" means travel, lodging, meals, and any other related expenses incurred by WPO or Consultants in providing the Professional Services.

"Error" means reproducible defect that, alone or combined with others, affects the use or exploitation of the functionalities of SaaS

"Fees" means all fees to be paid by Client to WPO for WPO Solutions as set forth in the relevant Purchase Order.

"Site" means any Client-managed renewable asset to which Client's Use relates, and to which the WPO will be given access by the Client to perform the Agreement.

"Go-Live Date" means the date on which SaaS are first available for Client Use.

"Intellectual Property Rights" collectively means any and all rights, title and interest to intellectual property (including, all patent, patent registration, business processes, copyright, database right, moral right, trademark, trade name, service mark, service name, trade secret, know-how or other similar rights arising or enforceable anywhere in the world and including any applications for such registrations or rights to take action for infringement) in any system, software (including source and object code), inventions, documentation, data, content, design, method, process, device, algorithm, improvement, concept, or other material or technology, including any derivative works.

"Order Date" has the meaning given in the preamble of the Purchase Order.

"Purchase Order" means any WPO Purchase Order executed by the Parties for the license and purchase of WPO Solutions, and into which this LCA is incorporated.

"Order Term" has the meaning given in section 4 (SaaS) of the Purchase Order.

"Price Index" has the meaning given in section 4.2

"Professional Services" means the services and Deliverables to be provided by WPO to Client as set out in each SPS, and which may include, without limitation, implementation, general consultancy, computer systems analysis, design, programming, training, project management and any other related services.

"Project Location" means the location at which the Professional Services will be provided, as specified in the relevant SPS.



"SaaS" means, the provision of the Software via remote access to a website provided by or on behalf of WPO as described in the relevant Purchase Order and according to the terms and conditions set forth in this Agreement.

"Software" means the WPO proprietary software programs, database schemas, as described in the relevant Purchase Order together with their associated Documentation (all being referenced as the "Product" in the Purchase Order, as such software and documentation may be amended and modified from time to time and regardless of their mode of distribution (deployed, SaaS etc...))

"Source Code" means the source code used in preparation of the Software and related supporting Documentation, corresponding to the current published supported versions of any of the Software and all subsequent versions thereof provided to Client under the applicable Purchase Order.

"SPS" means a statement of work attached to a Purchase Order containing the details of the Professional Services to be provided by WPO to Client.

"Specifications" means the functional and operational specifications for the SaaS referenced in a Purchase Order.

"Support and Maintenance" means the SaaS support and maintenance WPO provides under the relevant Purchase Order.

"Territory" has the meaning given in section 2 (Client Information) of the Purchase Order.

"Third-Party Software" means any third party software program or service, including those offered to Client in connection with the SaaS described in an Purchase Order subject to any applicable additional terms in the relevant Purchase Order or otherwise required by the supplier.

"Usage Allowance" means any usage limits (including the number of Sites, number of Users), quantities or other parameters or limitations specified (such as limitation in terms of Support Maintenance) in the Purchase Order with respect to Client's licensed Use of the SaaS.

"Use" means use of the SaaS by Client through its Users, solely for Client's own internal business purposes.

"Users" means the users designated by Client who may Use the SaaS under the applicable Purchase Order that are identified by a unique name and password, and bound by the confidentiality provisions contained in this LCA.

"Working Day" means a period consisting of eight working hours provided between the hours of 8:00 AM and 6:00 PM local Paris, France, time, excluding a one hour lunch break, during which Professional Services are performed.

"WPO Solutions" means, collectively, all of the SaaS, API, Professional Services, Support and Maintenance, and other services as described in an Purchase Order.

* * * * *