



August 31, 2023

Jeanette Gonzales-Knight, PE
Interim Deputy Director
Santa Barbara County Public Works
Resource Recovery and Waste Management Division
130 East Victoria Street, Suite 100 Santa
Barbara, CA 93101

SUBJECT: Quotation for purchase for SG MOBILE® System with GORE® Covers

Dear Ms. Gonzales-Knight,

Sustainable Generation (“SG”) is pleased to provide the quote as described herein. The GORE® Cover is time proven technology with experience in more than 300 installations globally processing over 3.5M tons annually. The **SG MOBILE® System** is simple to operate, modular in design with few moving parts reducing the cost and complexity of composting.

By utilizing the **SG MOBILE® System** with GORE® Covers, the project will have a sustainable and expandable solution capable of processing a wide variety of organic materials. The GORE® Cover technology is recognized for delivering invessel performance for:

- Reducing Odors and VOC Emissions
 - Meets strict California air quality regulations
- Achieving Pathogen (PFRP & VAR) Reduction
 - EPA 503 approved
- Clear Separation of Process Water from Storm Water
- Small Footprint
- Low Energy Requirement
- Modular, Expandable Customized Designs
- Feasible for All-Feed Stocks (AD Digestate, SSO, BS and MSW) operating in most Varied Climate Conditions
- Simple to Operate – Lowest Operating Cost
- Produces a Consistent Stable Compost in shortest treatment time

The Quotation is for the SG Composting System using GORE® Covers only and does not include construction costs. The project requirements and scope of work will need to be further refined as part of the design process. Any equipment and services (such as mixing, screening, front end loader, leachate tank, building, biofilter, etc.) not related to the composting system shall be provided by the owner’s project team or supplied by others.

SG is ready to support your project with our team experience gained from the 300+ installations worldwide that are successfully using the GORE® Cover technology.

Sincerely,

A handwritten signature in blue ink that reads "Brett Hoyt".

Brett Hoyt
VP Sales
Sustainable Generation
110 South Poplar Street, Suite 400
Wilmington, DE 19801
Phone: 303.699.1585

Email: brett.hoyt@sustainable-generation.com
Website: www.sustainable-generation.com

**SG MOBILE® System with GORE® Cover
Quotation for
Santa Barbara County, California (“BUYER”)**

August 31, 2023

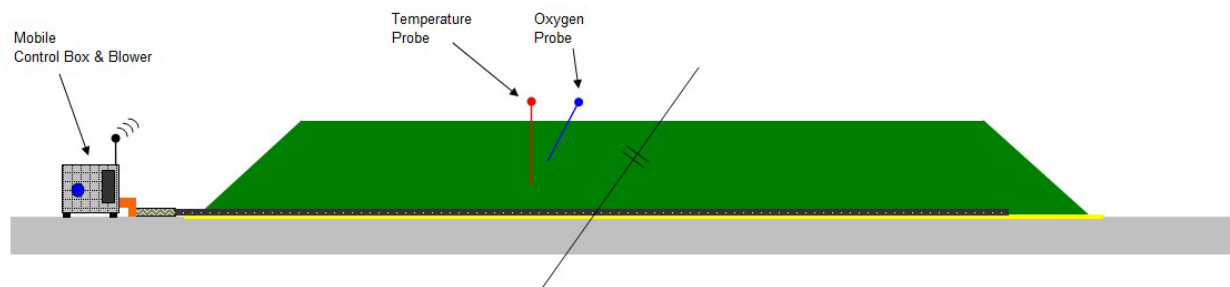
Prepared by Brett Hoyt - email: brett.hoyt@sustainable-generation.com phone: 303-699-1585

Prepared for:
Jeanette Gonzales-Knight, PE
Interim Deputy Director
Santa Barbara County Public Works
Resource Recovery and Waste Management Division
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101

Sustainable Generation, LLC in the following referred to as “SG”
W.L. Gore & Associates in the following referred to as “Gore”

SG MOBILE® System with GORE® Cover

Mobile Design: – Standard Heap





1. General:

1.1. Input Materials and Volumes¹:

Input Materials	AD Digestate, yard waste	Quantity
3-Week Process		
Input tons/year (includes Bulking Agent)		100,000
Specific Weight [lbs./yard ³]:		1200

¹ Data provided to SG by CUSTOMER for the purpose of an agreed upon system sizing.

1.2. Number of windrows

Item	Description	Quantity
Phase 1 -High Rate Composting	Covered	20
Phase 2 - Maturation	Covered	0
Phase 3 - Finishing	Uncovered	0
Total		20

1.3. Mobile Design Throughput and Windrow Dimensions

Item	Quantity
Throughput per Year Volume: Cubic Yards	182,169
Throughput Per Batch Volume: Cubic Yards	525
Throughput 1200 tons per year @ lbs./y ³	109,301
Throughput 1200 tons per batch @ lbs./y ³	315
Mobile Length	82 ft.
Mobile Width	26 ft.
Height	11.5 ft.
Distance behind heap for mobile box	10 ft.
Distance between Heaps	6 ft.

1.4. Footprint: Recommended Minimum Surface Area¹

Item	Quantity
Compost Pad Width	92 ft.
Compost Pad Length	646 ft.
Compost Pad Area	59,432 sq. ft.
Pipe Pulling Space	59,432 sq. ft.
Total Compost Pad	112,404 sq. ft.

1.5. Cover Handling Method

Item	Quantity	Description
PWM 10E	1	Self-propelled electric powered winder for use with GORE® Cover

¹ Layout, configuration and driving space shall be confirmed by the CUSTOMER’S professional design engineer and according to local codes and regulations.

2. SG MOBILE® System using GORE® Covers Scope of Supply includes the following:

2.1. Installation Guide, which includes Specifications and Drawings for the Design Team:

Layout and drawings provided by SG are for the purpose of guiding the design configuration and are **not** to be used for construction. BUYER must consult with a professional engineer and design according to local code and regulations.

- Basic Site Layout for the composting pad
- Drawings and Specifications for the cover winding system provided.
- Drawings and Specifications for the On-Floor Aeration System
- Drawings and Specifications for Cover Fastening System
- Basic network and power/electrical wiring diagrams. Network and power/electrical systems drawing to be finalized according to local standards and regulations by a qualified and/or locally certified electrician

2.2. GORE® Cover

Item	Quantity	Description
GORE® Covers	20	Phase 1 only
Cover Tie Down Straps	Included	

Specified dimensions to fit the heap dimensions as described in Section 1.3. Design and fabrication of each GORE® Cover for use with the winding system provided.

2.3. SG MOBILE® System

Item	Quantity
Mobile Box Unit- Stainless Steel	20
Aeration Blower	20
Power termination ready	20
Network termination ready	20
T-Tube	20
Flexible Pipe and Hose Clamps Sets	20
Aeration Piping Sets	20

Note: Contractors hired by BUYER must meet the system specifications for the SG MOBILE® System and will carry out installation of aeration system, including all relevant parts such as trenches, individual blowers and water traps, pipe, and fittings.

2.4. Compost Control System

Item	Quantity
Process Control Unit (PCU)	20
Oxygen Probes (Phase 1 only)	20
Temperature Probes	20
Probe Cabling Sets	20
CCS Server	1
Network Switch	1
CCS PCU Software Licenses	20

CCS Server Licenses	1
Computer	Laptop or Smart Device
Process Control Software	Installed
Service Platform Software	Installed

Process Control, Power System and cabling is a plug and play solution and will include the following features:

- Internet of Things (IoT) enabled control system with remote monitoring, remote control, and data logging
- Automatic and manual operation modes
- A Process Control Unit (PCU) for each windrow
- Main power supply hook-up
- Power switch
- Emergency stop
- Green control light for power on
- Red control light for blower fail
- Low Volt transformer
- Compost Control System
- 5-point temperature sensor probe
- Oxygen sensor probe
- First year Software Licenses included

2.5. Cover Fastening System

Item	Quantity
Perimeter weighting piping Sets	20
Sandbags Sets	20
Super Sacks Sets	20

2.6. Operations Manuals

- Installation Manual for SG MOBILE® System
- Operation Manual on GORE® Cover including safe handling guidelines
- Standard operation manual on the Cover Winder machine, if purchased.
- All documents will be provided in English on paper

2.7. GORE® Covers for Storage Piles:

Item	Quantity	Description
GORE® Covers for Storage Piles	2	Standard Heap Design Windrow: 164ft L x 26 ft W x 11.5 ft H
Cover Tie Down Straps	Included	
Perimeter weighting piping Sets	2	
Sandbags Sets	2	
Super Sacks Sets	2	

2.8. Spare Parts:

Item	Quantity
Probe Cable	6
Oxygen Probe	3
Temperature Probe	3

PCU Control Board	3
Repair Kit for GORE® Cover including laminate	3

2.8 Cover Winder Machine:

Type **PWM 10E** – Electric powered Cover Winding Machine

- For use with GORE® Cover MOBILE Design
- Electric powered with battery power storage
- Self-propelled cover winding machine
- Electric charging station built into machine, requires power cord connection for charging
- Remote controller
- Able to deploy or remove GORE® Cover in under 10 minutes • Built in Germany

3. SG SmartStart™ Service Package Scope of Supply includes:

3.1. Technical Meetings, Site Supervision, Installation Guidance, Start-Up, and Commissioning

Meeting Description	Cost
Pre-Design	Included
Pre-Construction	Included
Pre-Installation	Included
Operator Training 1, 2, 3	Included
Start Up and Commissioning	Included
Service Platform: Technical Support Training	Included

3.2. Training

Training for Operators	Reference Plant	Duration (Days)	Participants
Training Unit 1 ¹	Reference Site	3	2-3 people
Training Unit 2 ²	Customer Site	3	na
Training Unit 3 ³	Customer Site	2	na

¹ Training 1 will be held at US reference site during construction phase. BUYER responsible for their travel and lodging expenses.

² Training 1 will be held during final installation of equipment and during startup/ commissioning.

³ Training 3 will be held between two (2) months after startup and no later than six (6) months after startup.

3.3. Technical Support

Remote Support Services	Internet and Service Platform Support- 24 hr. Response Time • No Charge
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Annual Support Contract	<p>Annual Service Contract</p> <ul style="list-style-type: none"> • Internets, Phone, and Service Platform Support- 4 hr. Response Time. • Remote Diagnostics • Includes Annual On-site Service Check and Report • Included Remote Data Backup • First 12 months beginning at Commissioning/Startup- No Charge • \$12,000.00 per year after first 12 months
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3.4. Consultancy

On-Site Support
No Charge for first 12 months
\$1200.00 USD per day per person plus travel /expenses

BUYER will allow SG or SG Partner to access the plant after reasonable prior notice.

3.5. Software Licenses

CCS Software Licenses	Sustainable Generation Software as a Service Subscription: Appendix B
<p>20 PCU License 1 Server License</p>	<p>Non-exclusive License Non-transferable License Includes Software Updates Includes Software New Features/Enhancements First 12 months beginning at Startup/Commissioning- Included/No Charge Annual User Fee:</p> <ul style="list-style-type: none"> • \$1000 per PCU • \$2000 per Server

3.6. Service Platform

Web based service platform unique to the BUYER with the following capabilities:

- Inventory all components and tracks the warranty
- Online ordering for technical support, component repairs and spare parts
- 24/7 technical support with 24-hour response time
- Tracking tool for technical support

4. Warranties and Guarantees

4.1. Sustainable Generation (SG) warrants that the system as specified in this quotation is designed to process a minimum amount of feedstock as specified in Section 1.1 for a period of 4 years, provided that SG MOBILE® System with GORE® Covers was operated in accordance with all Operation Manuals, Trainings and all other relevant instructions or information provided by SG. Warranty will start from date of commissioning or at the latest 6 months after shipment. In the event of claims to this warranty CUSTOMER shall provide access to all available process data.

4.2. GORE® Cover Manufacturer’s Warranty:

Each GORE® Cover will be delivered free from defects in materials and workmanship. This Warranty shall be valid for a period of 4 years from date of arrival on BUYER’s project site for each new GORE® Cover. For any claim under this Warranty arising within the first 24 months after the

defect GORE® Cover of arrival on BUYER's project site, Gore shall repair or replace the GORE® Cover, at Gore's option and expense. For any claim under this Warranty arising within months 25 through 48 of this Warranty, at BUYER's request Gore shall sell to BUYER a new GORE® Cover at the then current price with an allowance deducted from the price for the warranty period which has already passed according to the following formula: Price to be paid by BUYER = Full Price multiplied by (months of warranty coverage passed divided by 48).

This Warranty does not apply for defects resulting of natural wear and tear, or if the GORE® Cover is punctured or torn by a sharp object, or otherwise damaged due to exterior influences, such as rodents, birds, mechanical impact such as inadmissible strong tie down, etc., or if the GORE® Cover was not operated in accordance relevant instructions or information provided by Gore. In the event of claims to this Warranty, BUYER shall provide access to all available data related to the operation of the defect GORE® Cover and, if necessary, access to the site where the defect GORE® Cover has been operated.

The BUYER has to inspect the GORE® Cover immediately following delivery for the absence of defects and for completeness and to notify any defects thus discovered to SG in writing within 14 calendar days. If the BUYER fails to perform the inspection or to notify the defects in good time, the goods supplied are deemed to be approved, unless the defect could not be identified at the time of the inspection.

BUYER remains entirely responsible for following the guidelines about handling of the GORE® Cover with the winding device and to provide proper training to its operators.

- 4.3. Sustainable Generation Software as a Service, is provided subject to the exclusive warranty set forth in the SaaS Subscription Agreement, and attached SLA, Appendix B.
- 4.4. For other equipment supply of the SG MOBILE® System from Sustainable Generation (SG) the warranty period shall be valid for 12 months from the date of commissioning of the facility or six months after shipment, whichever date is earliest. This equipment supply is the aeration blowers, trenches systems with water traps, and the cover handling device. The Compost Control System components (CCS), and communications network are subjects to a warranty period of 12 months. Sensors, sensor cables and connectors are subject to a warranty period of 6 months. The Warranty is limited to defects which cannot be attributed to natural wear or improper use or treatment. For all other parts, we only act as a reseller of such as the Server, network switch, and PC computer/Smart Device, and hereby assign the manufacturer's warranties and representations, to the extent assignable.
- 4.5. Any parts and equipment which are subject to claim shall be returned to SG free of freight and customs and excise duty, in so far as no other express agreement has been reached to the contrary. Claims must be sent in writing and by registered letter. If such claims are recognized by SG, we shall repair the relevant items as quickly as possible or replace them at our discretion. Freight and packaging costs shall be SG responsibility. Parts which are replaced shall remain SG property.
- 4.6. Any liability as set forth in this section is in each case limited to the value of the specific component product in connection with which the damaging event has occurred.
- 4.7. The warranty shall not apply if changes or repairs have been made to the SG supplied equipment and systems by BUYER or by third parties.

4.8. As a precondition to any of the warranties offered under this Agreement, (i) BUYER is responsible for operating the SG MOBILE® System with GORE® Covers in accordance with all Operation Manuals, Training, and all other relevant instructions or information provided by SG; if parties other than SG have modified or changed the SG products or Service deliverable; the claim arises out of the use of the SG Products or service with products or services not provided or approved by SG

4.9. BUYER is solely responsible to operate SG MOBILE® System and GORE® Cover in compliance with applicable law.

4.10. All limited warranties on the SG Products and Services are granted only to Buyer and are non-transferable. THESE WARRANTIES REPRESENT BUYER EXCLUSIVE REMEDY AND SG'S EXCLUSIVE LIABILITY FOR ANY WARRANTY DEFECTS. SG MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE:

EXCEPT AS STATE ABOVE, SG SHALL HAVE NO OBLIGATION OR LIABILITIES TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OR PERFORMANCE OF GOODS AND SERVICES PROVIDED UNDER THIS AGREEMENT, OR IN ANY OTHER MANNER.

5. **BUYER Responsibilities:**

5.1. **BUYER is responsible for construction and installation. BUYER agrees to consult with a professional engineer and design according to local code and regulations.**

5.2. **Installation Supply:**

- Provide a staging area for shipping containers and unloading the equipment into a secure and dry area (housing for the control system, space for the other parts).
- Provide workspace and lay-down area for the partner companies including communication (telephone, fax, and internet).
- Provide access to standard hand tools (wrenches, hammers, screwdrivers, drill etc.) and temporary power
- Provide front-end loader, forklift, crane, and trained equipment operators, if needed.
- Note: If purchased, the Container holding the cover winder machine has to be unloaded to the ground without being opened or any parts removed. Container shall only be opened by SG or SG partner.

5.3. **Site Construction, Installations, and Parts provided by BUYER:**

- Site preparation as per permit requirements adapted to local specifications.
- All concrete, mechanical, electrical work for construction and installation of compost pad, Mobiles, push walls, leachate collection from water traps, and electrical power.
- Installation of aeration system, including all relevant parts such as trenches, individual blowers and water traps, pipe, and fittings.
- Facility shall have adequate space for reception, storage, pre-treatment, mixing, screening, and storage of the finished compost.
- Impervious Surface for Compost Pad. Concrete, asphalt, or other SG approved surface.

5.4. Electrical Installations provided by BUYER:

- All electrical and network installations including electrical and network conduits, electrical wiring, Cat 6 and/or fiber optic cables, disconnects, and final power and network connections to SG system box, to be provided and installed by BUYER by a qualified and/or locally certified electrician.

5.5. Process Supply by BUYER:

- Feedstock as specified for the start-up and the process
- Provide machinery such as front-end loader, grinder, screen, turner, and water supply.
- A site supervisor and a main contact person to be provided by BUYER, being knowledgeable about and held accountable for the operations being in compliance with all applicable safety and environmental regulations.

5.6. Network Connection provided by BUYER

- Public Dedicated Static IP address

6. Terms

6.1. Confidentiality

"Confidential Information" means any information one party discloses to the other under this Agreement which is identified as confidential or proprietary. BUYER may not communicate Confidential Information to third parties. BUYER confirms to disclose Confidential Information to no more than those employees and contractors to whom disclosure is reasonably necessary for the operation of the Facility or for the evaluation of this quotation. Confidential Information does not include information which: is rightfully obtained by the recipient without breaching any confidentiality obligations; is or becomes known to the public through no act or omission of the recipient; the recipient develops independently without using Confidential Information; or is disclosed in response to a valid court or governmental order if the recipient notifies the disclosing party and assists in any objections. The recipient may use Confidential Information only for the purposes for which it was provided under this Agreement and shall treat it with the same degree of care as it does its own similar information, but with no less than reasonable care. The signing of this contract does not affect any existing confidentiality agreement. For the purpose of clarity, notwithstanding anything stated within this Section 6.1 the Parties acknowledge that the terms of this proposal are public information, Confidential Information is intended to be limited to specific technical non-public information contained in the product documentation.

6.2. Payment Terms

SG MOBILE® System Total

Item	Rate	Action/ Deliverable	Invoiced
Payment #1	\$100K	Installation Guide/Production slot reserved	Signing Agreement
Payment #2	35% minus \$100K	Notice to Proceed/ Production/ Ship	Production of Components

Payment #3	10%	On Floor Aeration Components Shipment to Site/Installation	Arrival on Site
Payment #4	15%	SG Mobile System Boxes, Cover Fastening System, and Spare Parts Shipment to Site/Installation	Arrival on Site
Payment #5	25%	GORE® Covers Shipment to Site/Installation	Arrival on Site
Payment #6	10%	Cover Winder Machine Shipment to Site/Installation	Arrival on Site
Payment #7	5%	Start Up/Commissioning/Ops Manual	Commissioning

All payments received past the payment due date will be charged a late payment fee of 1.5% per month in addition to any collection costs or expenses incurred, including court costs and reasonable attorney fees.

6.3. Time Schedule

- SG and BUYER will set a specific time schedule for: when, what, in which way Action Items/ Deliverables will be received after this contract is signed.
- Delivery date to be determined. BUYER will issue to SG a Notice to Proceed/ Production; thereafter BUYER should allow 8-12 week lead-time for the SG MOBILE® System with GORE® Covers shipment to arrive on-site after signing the Quotation and the SG Software as a Service Subscription Agreement and issuing the Notice to Proceed for Production and Shipping of Equipment. Lead time on cover winder machines may be longer, please check with SG for current delivery lead times.

6.4. General terms and conditions

- The Terms and Conditions of Sustainable Generation (Appendix A) shall apply. In the event of any inconsistency between the terms and conditions of this Quotation and the Terms and Conditions of SG, the Terms and Conditions of the Quotation will prevail.
- All other terms are expressly rejected.

6.5. Pricing

GORE® Cover System	Configuration	Pricing
SG MOBILE® System	20 SG MOBILE® System with 20 GORE® Covers Windrow: 82 ft. Length x 26 ft. Wide x 11.5 ft. Height Compost Control System On-Floor Aeration System Cover Fastening System	<i>Included</i>
SG SmartStart™ Service Package	Installation Guide, Pre-Design/Construction/Installation Meetings, Commissioning & Start-up Services, Training	<i>Included</i>
PWM 10 E Cover Winder Machine	Electric powered Cover Winder Machine with built in charger	<i>Included</i>



	SG MOBILE® System, SG SmartStart™ Services with PWM10E Electric Powered Winder Total	<i>Included</i>
GORE® Covers for Storage	2 GORE® Covers for Storage Piles Windrow: 164ft L x 26 ft W x 11.5 ft H Cover Fastening System	<i>Included</i>
	TOTAL	\$3,247,640.00

- Duty and Shipping Included.
- All other Applicable Taxes not included and are payable by BUYER
- Tariffs not included, if any, and are payable by BUYER

6.6. Cancellation

- BUYER may reschedule, terminate, or cancel the Order by written notice to SG prior to SG Shipment. Orders cancelled prior to the issuance of a Notice to Proceed for production and shipment and will be subject to a cancellation charge based on the percentage of work completed. The cancellation charge may not exceed an amount of \$100,000.00 (One Hundred Thousand US Dollars) in total. Rescheduling shall be limited to once per order and remains subject to mutual agreement of the Parties. In the event the rescheduling creates an additional expense the parties may treat the rescheduling request as a change order where that change remains subject to compensation for those incremental expenses actually incurred as a condition for rescheduling.
- Orders terminated or cancelled by BUYER after the issuance of a Notice to Proceed for production and shipment will be subject to the Sustainable Generation LLC Terms and Conditions attached to this quote.

6.7. Applicable Law; Jurisdiction

This Quotation is governed by the substantive law of the State of California, without regard to its principles regarding the conflict of laws. The United Nations Convention for the international sale of goods shall not apply. The parties agree to the non-exclusive jurisdiction of the United States District Court for the District of California and the courts of the State of California for the resolution of any litigation relating to this Agreement.

6.8. Performance Test

Upon construction completion and successful functional test of the upgraded CMU, a performance test shall be carried out following a test plan submitted by the Supplier and approved by the Owner. The technical equipment, the applied processing and the operation are tested as a system and verified the performance of the entire system for final acceptance.

The performance test according to the test plan shall include:

- Defined parameters for the finished product (e.g., stability, TS)
- Schedule und duration (e.g., 1 batch over a minimum test duration of 21 days per batch pile) ■ Sampling protocol, and taken samples be analyzed at an accredited independent laboratory mutually agreed upon between the Supplier and Owner



- Definition of performance test conditions:
 - Test must meet the test parameters incl. temperature and time recording to demonstrate pathogen reduction (in accordance with California Environmental Health Standards, as described in CalRecycle Title 14, Chapter 3.1, Article 7, and Section 17868.3)
 - If a test fails, then the test is to be repeated until it meets set-forth parameters
 - Cost for the laboratory analysis will be covered by the Owner (if repeated, lab cost with Supplier) The following performance test parameters shall be applied:

- Screenable compost
Total Solids (TS) content: > 61% (Moisture <39%)

- Stable product
Stability: ≤ 4 mg CO₂ -C/g Volatile Solids (VS)/d [CO₂ Evolution/Respiration Rate]

Contract partner and seller is Sustainable Generation, LLC of Wilmington, Delaware.

Validity of this Quotation is 60 Days from Date of Offer.

Quotation acceptance subject to SG Confirmation

SG reserves the right to correct any errors and omissions in this Quotation.

Please return approved quotation by:

- Scan/email to: brett.hoyt@sustainable-generation.com
- Mail two (2) originals to:
Sustainable Generation, LLC
110 South Poplar Street, Suite 400
Wilmington, DE 19801

Offered: August 31, 2023

Quotation Accepted:

_____ **Brett**
Hoyt
VP Sales – North America Sustainable
Generation LLC
110 South Poplar St., Suite 400
Wilmington, DE 19801

Signature: _____
Print Name: _____
Title: _____
Company: _____
Date: _____



APPENDIX A:
Sustainable Generation's Terms and Conditions

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TERMS AND CONDITIONS of Sustainable Generation, LLC

1. **AMOUNT AND TYPE OF GOODS.** Seller agrees to sell and Buyer agrees to buy the quantity and type of products and/or services (the "Products") which are described in this Agreement.
2. **ENTIRE AGREEMENT:** This Agreement together with any SOW or any software licenses or SaaS Subscription Agreements incorporated by reference represents the entire integrated agreement between Buyer and Seller and supersedes all prior negotiations, representations or agreements, either written or oral. These terms may be amended only by a written instrument signed by both Buyer and Seller.
3. **INSPECTION, CLAIMS FOR DEFECTS OR LATE DELIVERY:** Buyer shall have the right to inspect the Products after delivery. Buyer shall give Seller prompt written notice of any damaged, defective or non-conforming Products and shall make all rejected Products available to Seller for inspection. Services are deemed accepted upon delivery; unless Buyer rejects those services as defective in writing within 2 business days. Failure of Buyer to give written notice of Product rejection to Seller within sixty (60) days from the date of delivery constitutes Buyer's irrevocable acceptance of the Products. Buyer is entitled to inspect the Products at any stage of manufacturing, but Seller reserves the right to restrict access to certain machinery, processes, and information that Seller deems proprietary. Seller shall have no obligation to replace or provide credit for Products claimed to be defective unless Seller receives representative samples of the Products and an opportunity to examine the Products at a place convenient to the Seller. In the event that Buyer elects to accept a part of a delivery, it is agreed that the portion of Products rejected shall be returned to Seller within thirty (30) days following Seller's authorization. For rejected service, Seller will promptly provide Buyer with a like amount of replacement services their own cost and expense.
4. **DELIVERIES:** The delivery of the Products shall be made, in a single or in multiple lots, as specified in the Agreement, or within a reasonable time thereafter. The delivery schedule shall be considered extended by a period of time equal to the time lost due to any delay for causes beyond Seller's reasonable control. Seller's failure to make delivery of any item or to meet any delivery date shall not affect future deliveries or excuse Buyer from paying any installment when due. Buyer's failure to pay any installment when due shall excuse Seller from making further deliveries. Buyer shall confirm the suitability of Seller's standard manufacturing lead times prior to placing orders. Seller reserves the right to charge expediting fees for deliveries requested in advance of Seller's standard lead-time. With respect to each delivery obligation contained in this Agreement: (i) Tender of a shipment to any licensed carrier shall constitute delivery to Buyer; (ii) Seller shall use its best efforts to deliver in accord with the schedule specified in this Agreement. Any delivery not in dispute shall be paid for in accordance with that order's terms by Buyer, regardless of any dispute as to other delivered or undelivered goods. Seller is not obligated to package goods for outside storage. Deliveries of up to ten percent (10%) above or below quantities specified in the order shall be accepted by Buyer and the invoice price will be adjusted accordingly. Unless otherwise specified by Seller, delivery terms are to be Ex Works (Incoterms 2000) Seller's manufacturing site.
5. **TITLE; RISK OF LOSS:** Unless otherwise agreed by the parties, risk of loss or damage to the Products shall pass to the Buyer upon delivery. Buyer shall receive title to the Products upon Seller's receipt of payment in full for the Products delivered. Buyer remains separately responsible for expense incurred in the transportation, handling and insurance in transit. Buyer will reimburse Seller for these expenses and where Buyer fails to designate a carrier, Buyer will make that designation and the transportation company will not be considered an agent of Seller.
6. **PRICING OF BULK PURCHASE ORDERS:** Unless otherwise agreed by the parties, installment deliveries extending over six months from the original order date will be invoiced at Seller's then-prevailing unit price.
7. **WARRANTY:** Seller warrants that at the time of delivery, the Products are free from defects in materials and workmanship and conform to Seller's specifications, and, if applicable, acceptance criteria to which Seller has agreed in writing. Buyer retains sole responsibility for determining whether the Products are fit for the intended use, and for suitability of qualification and acceptance criteria. Claims for defects must be received by Seller within one (1) year from delivery of the Product on which the claim is based. Buyer's remedy will be limited to repair, replacement or refund for those Products which Seller verifies are defective. This warranty is conditioned upon (a) proper storage, installation, use, operation, and maintenance of the Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of the Projects only as authorized by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear. As a precondition to any of the warranties offered under this Agreement, (i) Buyer is responsible for operating the Products in accordance with all Operation Manuals, Training, and all other relevant instructions or information provided by Seller; and (ii) operations of the Products in compliance with applicable law including any safety, security or data privacy regulations. This warranty excludes claims based upon Products that have been modified or changed; as well as any claim that arise out of the use of the Products or service with products or services not provided or approved by SG. All limited warranties on the SG Products and services are granted only to Buyer and are non-transferable. **THESE WARRANTIES REPRESENT BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR ANY WARRANTY DEFECTS. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE: EXCEPT AS STATE ABOVE, SELLER SHALL HAVE NO OBLIGATION OR LIABILITIES TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OR PERFORMANCE OF GOODS AND SERVICES PROVIDED UNDER THIS AGREEMENT, OR IN ANY OTHER MANNER.**
8. **INDEMNITY AGAINST INFRINGEMENT:** Seller will, at its expense, defend Buyer against any claim by a third party that the products delivered hereunder infringe any intellectual property right and will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, Buyer must give Seller prompt written notice of such claim and allow Seller to control, and fully cooperate with Seller in, the defense and all related settlement negotiations. Seller shall have no obligation with respect to any claim of direct or contributory infringement based upon modification of the products furnished by Seller or their combination, operation, or use.

Seller shall have no obligation with respect to any claim of direct or contributory infringement based upon use of the Products or services in a manner for which the Products were not designed Buyer shall hold Seller harmless against any such claim arising out of compliance with specifications furnished by Buyer. This Article 8 states Seller's entire obligation to Buyer regarding claims of infringement, whether direct or contributory, involving intellectual property rights of third parties. Neither party shall have the obligations set forth in this Article 8 if an infringement claim is brought against a party protected from such a claim pursuant to government regulations.

9. **CHANGES:** Either party may at any time propose changes to the specification or scope of Products. All changes to the specification or delivery schedule will require a written agreement between the parties which will, at minimum, include the changes in the scope, delivery schedule and resulting change in price. Seller reserves the right to improve and make changes to Products sold hereunder without notice or approval of Buyer, except for changes that materially modify the form, fit or function of the Product contained the specifications.
10. **CANCELLATION OR RESCHEDULING:** Except as otherwise provided in the Agreement, orders cancelled by Buyer other than for default of Seller will be subject to a cancellation charge based on the percentage of work completed as a percentage of the contract price or such other reasonable charge as Seller may apply. Buyer will be entitled to receive any Products for which Seller has received payment in full. Seller, in its sole discretion may waive its claim for the value of work in progress. Buyer's cancellation request(s) must be in writing. Rescheduling shall be limited to once per order and remains subject to mutual agreement of the Parties. In the event the rescheduling creates an additional expense the parties may treat the rescheduling request as a change order where that change remains subject to compensation for those incremental expenses actually incurred as a condition for rescheduling.
11. **TECHNICAL DATA AND PROPRIETARY INFORMATION:** Seller has no obligation to provide technical data other than its standard finished Product inspection data. Seller has no obligation to perform, and this is not an Agreement for, research, developmental or experimental work. Seller has no obligation to disclose, convey rights or allow access to technical, financial, or other information protected by it as proprietary or to indemnify Buyer for such refusal to disclose.
12. **PAYMENT:** Buyer shall pay Seller for the Products by paying all invoiced amounts in U.S. Dollars, without set-off, reduction or adjustment within thirty (30) days from the invoice date. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay interest computed at the rate of 1.5% per month, or the maximum rate permitted by law, on the overdue balance. If it is necessary for Seller to enforce any provision of this Agreement, Buyer agrees to reimburse Seller for all legal and other reasonable costs related thereto, including attorneys' fees, court costs, administrative time, and other collection costs, whether or not Seller initiates court proceedings. Buyer shall also pay all costs, attorney's fees, filing fees, and/or administrative fees in the event Buyer appeals any decision or order from a judicial proceeding against Seller. Seller reserves the right to alter Buyer's credit limit, if any, at any time, or to require payment in full for any order or prior order before delivery. If Buyer fails to pay any invoices when due, Seller may terminate this Agreement and cancel or delay all future deliveries without otherwise affecting Seller's rights hereunder. As partial payment of sums due hereunder, Seller may accept any check or other tender of payment without entering into an accord and satisfaction and without prejudice to the Seller's right to the remainder due or to become due hereunder notwithstanding any terms or conditions endorsed on or stated in any communication related to such check or other tender. Seller may apply any amounts tendered by Buyer as Seller determines, in its sole discretion, whether under this Agreement or otherwise. All prices quoted are exclusive of taxes.
13. **FORCE MAJEURE:** Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control either of Seller or suppliers to Seller, including but not limited to war (declared or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine restrictions, storm, flood, earthquake, shortage of labor, fuel, raw material or machinery or technical failure, where Seller has exercised ordinary care in the prevention thereof. If any contingency occurs, Seller may allocate production and deliveries among Seller's BUYERS.
14. **REPRESENTATIONS AND CERTIFICATIONS:** Seller makes no representations or certifications in connection with this Agreement except those which are expressly contained within these Terms of Sale and, if any, those provided separately which are signed and dated by the Seller and made exclusively applicable to this Agreement.
15. **CONFIDENTIALITY:** "Confidential Information" means any information one party discloses to the other under this Agreement which is identified as confidential or proprietary. BUYER may not communicate Confidential Information to third parties. BUYER confirms to disclose Confidential Information to no more than those employees and contractors to whom disclosure is reasonably necessary for the operation of the Facility or for the evaluation of this quotation. Confidential Information does not include information which: is rightfully obtained by the recipient without breaching any confidentiality obligations; is or becomes known to the public through no act or omission of the recipient; the recipient develops independently without using Confidential Information; or is disclosed in response to a valid court or governmental order if the recipient notifies the disclosing party and assists in any objections. The recipient may use Confidential Information only for the purposes for which it was provided under this Agreement, and shall treat it with the same degree of care as it does its own similar information, but with no less than reasonable care. The signing of this contract does not affect any existing confidentiality agreement.
 . The terms of this Paragraph shall survive termination of the Agreement for any reason.
16. **LIMITATION OF LIABILITY:** The total liability of Seller for call claims of any kind arising from or related to the formation, performance or breach of this Agreement, or any Products or Services, shall not exceed the lesser of (i) \$100,000, or (ii) if Buyer places multiple order(s), the price of each particular order for all claims arising from or related to that order.
17. **INDEMNIFY AND HOLD HARMLESS:** The BUYER agrees to Indemnify and Hold Harmless Seller, its agents, servants, authorized partners, and employees, from any and all loss, damage, liability or expense, including attorneys' fees, including but not limited to all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with BUYER's use, possession, ownership, or future sale/disposal of the equipment.



18. SAVINGS CLAUSE: If any provision of this Agreement is found to be void or unenforceable, the remainder of the Agreement shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
19. COUNTERPARTS: This Agreement may be executed in multiple counterparts that together shall constitute one Agreement.
20. APPLICABLE LAW; JURISDICTION: This Agreement is governed by the substantive law of the State of California, without regard to its principles regarding the conflict of laws. The United Nations Convention for the international sale of goods shall not apply. The parties agree that the US District Court for the District of California or the Courts of the State of California have non-exclusive jurisdiction over the resolution of disputes arising under this Agreement. The parties hereby expressly agree to personal jurisdiction within the State of California.



APPENDIX B:
SG Software as a Service Subscription Agreement

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SG Software as a Service Subscription Agreement

SG Software Product (the “**Software Product**”) provides the functionality as specified in the printed SG software product documentation, Attachment A. The Software Product including any included data and accompanying documentation are the proprietary property of Sustainable Generation, Inc. (“**SG**”).

DEFINITIONS: These terms when referenced in this Agreement have the following meaning:

- a) “**SG Cloud Services Environment**” refers to the combination of hardware, software and Software Product owned, licensed, subscribed to, or managed by SG to which SG grants the Licensee and Users access to portion of the SG Cloud Service Environment as part of the SG Cloud Services that are described in the SG Sales Quote.
- b) “**SG Software Service Description**” is the formal SG description of the commercial service offering defining the scope and coverage of the service, referenced in the SG Sales Quote and attached to this Agreement as Attachment A.
- c) “**SG Sales Quote**” is a formal SG offer for the sale of specified products and services pursuant to this Agreement, which shall be effective upon Licensee’s execution thereof.
- d) “**Licensee Data**” means any data, content, code, video, images, questionnaires or other materials of any type that Licensee uploads, submits or otherwise transmits to or through the Software; (ii) reports and documents generated by SG or the Software Product from such data, content, code, video, images questionnaires or other materials submitted by or on behalf of Licensee.
- e) “**Users**” means those employees, contractors, and end users, as applicable, authorized by the Licensee to use the Software in accordance with this Agreement. For Software that are specifically designed to allow the Licensee’s BUYERs, suppliers or other third parties to access the Software to interact with the Licensee, such third parties will be considered “Users” subject to the terms of this Agreement.

Acceptance

YOU (“**LICENSEE**”) BY YOUR USE OF THE SOFTWARE ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, LICENSEE FURTHER ACKNOWLEDGES THIS FACT BY SELECTING THE “**ACCEPT**” OPTION AFTER LOGGING IN TO THE SOFTWARE PRODUCT WITH A REGISTERED USER ID. LICENSEE MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE LICENSEE WILL BE PERMITTED LAWFUL ACCESS TO THE SOFTWARE PRODUCT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, LICENSEE MUST SELECT “**DECLINE**”; AND LICENSEE MUST NOT ACCESS OR OTHERWISE USE THE SOFTWARE PRODUCT.

SG reserves the right to require Licensee to periodically renew its acceptance and agreement to the terms of this Agreement by requiring Licensee to select the “Accept” option after logging in to the Software Product with a registered user ID and password, including, without limitation, in the event SG provides an enhancement, improvement or modification to the Software Product or if SG amends or modifies the terms of this Agreement. However regardless of any such renewal, Licensee acknowledges that the terms of this license continue to govern Licensee’s use of the Software Product, as well as any modifications or additions provided by SG or through Licensee’s access to the SG Cloud Services Environment.

License Grant

Subject to Licensee’s compliance with the terms and conditions of this Agreement, SG grants to Licensee a terminable, nonexclusive, non-transferable license to use Software Product solely in Licensee’s internal business operations. Licensee’s rights to use the Software Product shall be limited to those expressly granted in this Software as a Service Subscription License Agreement (“**Agreement**”). All rights not expressly granted to Licensee are retained by SG. The Software Product is protected by copyright laws, trade secret, as well as laws and any applicable regulations and/or treaties related to other forms of intellectual property. SG owns all intellectual property rights in the Software Product and derivatives thereof.

The license granted by this Agreement shall apply only for the number of user id’s and capacity limitations as set forth in the associated SG Sales Order under this Agreement, and shall only be valid for such time as the Subscription Agreement remains in full force and effect. Licensee shall take appropriate steps, including limiting access to user IDs and passwords, to limit access to



the Software Product to those Users from its employees who are authorized to use the Software Product and to agree to the terms of this Agreement on behalf of Licensee.

Restrictions on Transfer, Use, Alteration and Copying

Licensee may not, without SG's prior written consent, conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Software Product except as expressly provided in this Agreement; (ii) creation of any derivative works based on the Software Product or its accompanying documentation including but not limited to translations, (iii) alteration of any files or libraries in any portion of the Software Product, or reproduction of any tables or reports relating; (iv) reverse engineering, disassembly, or decompiling of the Software Product; (v) use of the Software Product in connection with service bureau, facility management, timeshare, service provider or like activity whereby Licensee operates or uses the Software Product for the benefit of a third party; or (vi) use of the Software Product by any party other than Licensee its subcontractors and agents acting on Licensee's behalf and subject to the terms of this license. Any violation of this section shall result in immediate termination of this Agreement, which termination shall not be exclusive of other remedies available to SG.

Except for the purposes of training, translation, Licensee's internal backup, operational support or internal distribution, Licensee may not copy or allow others to copy any part of the user documentation or other printed material provided with the Software Product.

Hosting

Licensee shall bear sole responsibility for any information uploaded or supplied by Licensee in connection with use of the Software Product. Licensee represents and warrants to SG that it has the rights, permission and consents necessary to lawfully use any information uploaded or supplied by Licensee in connection with use of the Software Product. Licensee shall maintain copies of any information uploaded or supplied in connection with use of the Software Product. IN NO EVENT SHALL SG BEAR ANY LIABILITY FOR THE USE OR LOSS OF ANY INFORMATION UPLOADED OR SUPPLIED BY LICENSEE IN CONNECTION WITH USE OF THE SOFTWARE PRODUCT.

Limited Warranty

SG represents and warrants to Licensee that the Licensee's use of the Software Product will in substantial compliance with the printed product information for a period during the term of SG Software Product license term; in the event a term is not stated the license term will be presumed to be one year and the warranty will expire along with your right to use the SG Software Product. In the event of a breach, Licensee will promptly notify SG of the non-conformity in writing and SG will use reasonable commercial efforts to repair the Software Product to operate in compliance with its written description. SG does not warrant against uninterrupted operation or for any data loss. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by SG to have been caused by Licensee. All limited warranties on the Software Product are granted only to Licensee and are non-transferable. Licensee agrees to indemnify and hold SG harmless from all claims, judgments, liabilities, expenses, or costs arising from Licensee's breach of this Agreement and/or acts or omissions. This remedy represents SG's exclusive duty and Licensee's sole remedy even in the event that the remedy should fail in its essential purpose.

Disclaimer of Additional Warranties and Limitation of Liability

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT OR OTHERWISE AGREED TO IN WRITING BY SG, SG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.

SG WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE INTERRUPTIONS IN OPERATIONS OF THE SOFTWARE PRODUCT OR FOR ANY LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS SG'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED. IN NO EVENT WILL SG'S LIABILITY FOR ANY DAMAGES TO LICENSEE EXCEED THE SUBSCRIPTION FEES PAID BY LICENSEE PURSUANT TO THE SUBSCRIPTION AGREEMENT.



Indemnification

Licensee shall defend, indemnify and hold harmless SG from any demand, suit, cause of action, judgment, liability, cost or expense (including court costs and reasonable attorney's fees) ("**Claims**") arising out of or in connection with (i) a breach of this Agreement by Licensee, (ii) any information uploaded or supplied by Licensee in connection with use of the Software Product or (iii) any act, error or omission of Licensee or any of its officers, directors, agents, employees or subcontractors.

SG shall defend Licensee, at SG's expense, against any Claims, excluding actions based upon Licensee submitted data or public domain data, made or brought against Licensee by a third party alleging that the use of the Software Product as contemplated hereunder, infringe a patent, copyright, trademark, or other intellectual property right of a third party or misappropriates such third party's trade secrets. Further, SG shall indemnify and hold Licensee harmless against all costs (including reasonable attorneys' fees) to the extent arising out of or in connection with such Claims. Upon receiving notice of a Claim, Licensee shall (a) give SG prompt written notice of the Claim; (b) give SG sole control of the defense and settlement of the Claim (provided that SG may not settle or defend any claim unless it unconditionally releases Licensee of all liability and does not attribute any blame or contributory fault to Licensee); and (c) provide to SG, all reasonable assistance in the defense or settlement of such Claim. In addition to SG's obligations above, SG may, at its expense: (a) secure the right for Licensee to continue to use the Software, (b) modify the Software so as to make it non-infringing, or (c) provide Licensee with a functional non-infringing replacement. If none of these alternatives is commercially practicable, Licensee will have the option to return the Software Product to SG, and SG will refund a pro-rated amount of the fees paid for the current subscription term, using straight line depreciation. This Section states SG's entire liability, and Licensee's exclusive remedy, for any claim of intellectual property infringement under this Agreement.

Equitable Relief

Licensee acknowledges that any use or disclosure of the Software Product in a manner inconsistent with the terms of this Agreement may cause SG irreparable damage for which other remedies may be inadequate, and Licensee agrees not to oppose any request to a court of competent jurisdiction by SG for injunctive or other equitable relief seeking to restrain such use or disclosure. Licensee waives any right it may have to require SG post a bond or other form of security as a precondition to any such injunctive relief.

Where SG processes PII as that term is defined in General Data Protection Regulation EU 2016/679 or as may be applicable under associated State law ("**PII**"), SG will be a processor and shall act on behalf of Licensee as controller and will, in addition to compliance with the obligations set out in this PII Supplement:

- (A) ensure that any of its employees, agents or independent contractors with access to PII are subject to a contractual or statutory obligation to keep PII confidential;
- (B) promptly notify Licensee: (1) if SG is legally required to process PII otherwise than as instructed by Licensee before such processing occurs, unless the law requiring such processing prohibits SG from doing so on an important ground of public interest; and (2) of any instruction given by Licensee in relation to PII which, in SG's opinion, infringes applicable law;
- (C) assist Licensee: (1) in ensuring compliance with Licensee's obligation to respond to requests for exercising data subject's rights under European Data Protection Law or applicable State law; and (2) in relation to any data protection impact assessment, notification or regulatory consultation that Licensee is legally required to make in respect of European or State law for known or suspected Security incidents involving the PII;
- (D) not subcontract any of its processing operations under the relevant Purchase Agreement or Purchase Order unless SG has: (A) obtained specific prior written consent of Licensee to do so; or (B) obtained general written authorization of Licensee to do so and has notified Licensee of any intended changes concerning the addition or replacement of service providers, giving Licensee the opportunity to object to such changes;
- (E) not export any European PII which is processed within the European Economic Area without the prior written permission of Licensee and, where permission is granted, taking such steps as Licensee may reasonably require in order to ensure such export is carried out in accordance with European Data Protection Law.

Legal Compliance.



Licensee must ensure that Licensee’s use of Software and all Licensee Data is at all times compliant with applicable local, state, federal and international laws and regulations (“**Laws**”) provided, however, that Licensee’s failure to do so shall not be deemed a breach of the foregoing to the extent caused by the Software itself or SG. Licensee represents and warrants that: (i) Licensee has obtained all necessary rights, releases and permissions to provide all Licensee Data to SG and to grant the rights granted to SG in this Agreement and (ii) Licensee Data and its transfer to and use by SG as authorized by Licensee under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security and confidentiality related obligations set forth in this Agreement or in the SG Privacy Policy its negligence or willful misconduct, SG assumes no responsibility or liability for Licensee Data, and Licensee shall be solely responsible for Licensee Data and the consequences of using, disclosing, storing, or transmitting it.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of California, without regard to California’s conflict or choice of law provisions. All disputes arising under this Agreement must be heard in State or Federal courts located in the State of California.

Headings

Headings of sections in this Agreement are inserted for convenience only, and are in no way intended to limit or define the scope and/or interpretation of this Agreement.

Amendments

SG may amend this agreement at any time. Such amendments shall be effective as of the date of notice to Licensee. Notice to Licensee shall include requiring Licensee to renew its acceptance and agreement to the terms of this Agreement by selecting the “Accept” option after logging in to the Software Product with a registered user ID and password.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Sustainable Generation, Inc.

Licensee: _____
(Company Name)

BY: _____
 (Signature)

BY: _____
 (Signature)

Brett Hoyt
 VP Sales – North America

 (Print Name)

 (Title)

 (Date)

Attachment A
SG Software Product Description

Compost Control System (CCS) Software



- Controls the CCS hardware stack which consists of CPU's, micro controllers, sensors, and relays.
 - For use with SG MOBILE® System with GORE® Covers
 - For use with positive aeration
 - Internet enabled control system with continuous monitoring and logging
 - Programmable and manual operation modes selected via user interface
 - Programmable Mode- User sets operating times for blower-on and blow-off
 - Manual Mode- User can turn blower on or off manually via software
 - Backup - Automatic based on time or manual (backup any time)
- Compost Server Software
 - Controls the data acquisition and storage for the CCS
 - Management Framework for data
 - Provides data storage through a local stored database.
 - Custom network protocol for communications between control system and CCS.
 - Remote access for service for patching and firmware updates both server and control systems. ▪ Control systems (Mobile)
 - Backup and restore services for all collected data ▪ Reporting facility to generate regulatory reports. ○ End user access to data through User Interface ○ Basic reporting ability
 - One report for each day for: Record date, heap ID, Mobile location, 5 temperature values, average temperature, blower state Temperatures, phase of heap, Regulatory reporting for PFRP. Reports are non-editable PDF format
 - Basic monitoring of compost process
 - Near real time reporting of: date, time, temperature, location, operating mode ○ Controls network for PCU'S
 - Provides remote ability for servicing the environment
 - Remote delivered software updates when they are made generally available by SG such as flashing micro controllers and software patches.
- Process Control Unit (PCU) Software
 - Acquires 5-point temperature sensor data from Temperature Probe
 - Acquires Oxygen sensor data from O₂ Probe
 - Sends and receives data to server through CCS network