

The following terms of service (these “Terms”), govern your access to and use of the Solardirt.com website (the “Website”), an online platform for the creation of Mobile App(s) and related services (collectively, the “Services”) provided by Solardirt (“Solardirt”, “our”, “us” or “we”).

By using the Services, you are agreeing to be bound by these Terms, and our Privacy Policy, available at <https://www.solardirt.com/legal> and which is incorporated herein by reference. Solardirt reserves the right to update and change these Terms from time to time without notice. Any new features that augment or enhance the current Services including the release of new tools and resources, are subject to these Terms. Your continued use of the Services after any such changes will constitute your consent to the changes.

1. DEFINITIONS

1.1. “Customer” means any person or entity having an account allowing access to our Services and paying a subscription to access our Services.

1.2. “End-User” means any person or entity who uses the Mobile App(s).

1.3. “Intellectual Property Rights” means inventions and patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade names, trade dress, logos, trade secrets or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.4. “Mobile App(s)” means a mobile or desktop application created by the User through Solardirt and made available to the public for download from a third-party platform or accessible from a web browser.

1.5. “Order” means a subscription to our Services made via our website, online form or Quote.

1.6. “User” means a person or entity having an account allowing access to use the Services and create Mobile App(s).

1.7. “User Content” means data, information, graphics, links, web pages, signs, images, software and code, files, texts, photos, audio or video, sounds, visual works, musical works, works of authorship, and components created or provided by a User through its use of the Mobile App(s).

2. GRANT OF LICENSE

2.1. Customer’s License. Customer’s License. Solardirt hereby grants to Customer a limited, non-exclusive, non-assignable, non-transferable, non-sub-licensable right and license, during the Term to use the software, tools, features and services that are provided as part of the Services solely to create, use, distribute and administer the Mobile App(s).

2.2. User Content License. You grant Solardirt a license to use the User Content. By posting, downloading, displaying, performing, transmitting, or otherwise distributing User Content to the Website, you are granting Solardirt and its affiliates and their respective officers, directors, employees, consultants, agents, and representatives a license to use user content in connection with the operation of the Services, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. By posting User Content on the Website, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

3. SUBSCRIPTION PLANS; PAYMENT AND REFUNDS

3.1. Subscription Plans. We may provide you with various subscription plans to choose from. You may find the subscription plan features at <https://www.solardirt.com/feature-menu>.

3.2. Payment. A valid credit card is required. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

3.3. Refunds. We will not issue any refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made. Solardirt will use commercially reasonable efforts to have your Mobile App(s) approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If your Mobile App(s) is not approved by the appropriate mobile platform provider you may cancel your account, however there are no refunds under any circumstances.

3.4. Changes to Fees and Services. Solardirt reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Solardirt shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services. From time to time, Solardirt may issue an update to the Solardirt Website which may add, modify, and/or remove features. These updates may be pushed out automatically with little or no notice, although Solardirt will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

4. INTELLECTUAL PROPERTY

4.1. Solardirt IP. Solardirt retains all right, title and interest in and to the Website and Services, and any derivatives thereof, including any Intellectual Property Rights contained and/or made available therein or in connection thereto. You agree not to remove, obscure or alter any notices of Intellectual Property Rights or disclaimers appearing in or on our Website or

Services. The look and feel of the Services is owned by Solardirt, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Solardirt.

4.2. Software. Solardirt may make certain software available to you through the Services. If you download or otherwise use the software from the Service, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data (collectively, "Software") are deemed to be licensed to you by Solardirt, for your personal and noncommercial use only. Solardirt does not transfer either the title or the Intellectual Property Rights to the Software. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form.

4.3. User Content. We claim no intellectual property rights over the User Content. Your User Content remain yours. However, by using the Solardirt Website to create your Mobile App(s), you agree to allow others to view and share your User Content. Solardirt does not pre-screen User Content, but Solardirt and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any User Content that is available via the Services. When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's Intellectual Property Rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any Intellectual Property Rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any User Content does not violate any laws or Intellectual Property Rights rests solely with you.

4.4. Marks and Publicity. Solardirt and Customer trademarks, trade names, service marks, and logos, whether or not registered ("Marks"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. We may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, we may include Customer's name and/or logo within its list of customers for general promotional purposes. We will comply with Customer's, as applicable, trademark use guidelines as such are communicated to us in writing and shall use the Customer's Marks in a

manner which is consistent with industry practice. No party grants to any of the other parties any title, interest or other right in any Marks except as provided in this Section.

4.5. Suggestions/Improvements to Services. Unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by you regarding the Services will be owned by Solardirt, and you hereby agree to assign any such rights to Solardirt. Nothing in these Terms will preclude Solardirt from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Solardirt in the performance of the Services.

4.6. Reservation of Rights. Solardirt reserves all rights not specifically granted herein.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" includes all information disclosed by us, before or after the subscription start date and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by us that contains, reflects, or is derived from such information.

5.2. Exceptions. Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, no party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.3. Ownership of Confidential Information. Nothing in these Terms will be construed to convey any title or ownership rights to the Services or other Confidential Information to you or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Solardirt' Confidential Information. You shall not, in whole or in part, sell, lease, license, assign, transfer, or disclose the Solardirt' Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these Terms.

5.4. Non-Disclosure. You agree at all times to use all reasonable efforts, but in any case no less than the efforts that you use in the protection of your own Confidential Information of like value, to protect Confidential Information belonging to us. Each party agrees to restrict access

to the other party's Confidential Information only to those employees or subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

5.5. Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

6. WARRANTIES

6.1. No Malicious Code. To the knowledge of Solardirt, the Website does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Website, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Website in any manner. This warranty will be considered part of and covered under the provisions of these Terms. You must: (i) notify Solardirt promptly in writing of any nonconformance under this warranty; (ii) provide Solardirt with reasonable opportunity to remedy any nonconformance under the provisions of these Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Authorized Representative. Customer warrants that they have the right to enter into these Terms and that these Terms and the Orders placed hereunder will be placed by an authorized representative of each entity.

6.3. Services Warranty. Solardirt warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. Disclaimer of Warranties. ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY Solardirt TO YOU ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE TERMS. Solardirt MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER Solardirt (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

7. INDEMNIFICATION

7.1. Solardirt Indemnity. Solardirt will not defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Services infringe a United States patent, copyright, or trade secret of a third party. Solardirt will not pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was not approved in advance by Solardirt. Customer may retain its own counsel at their own expense.

7.2. No Liability. Solardirt will have no liability for any claim of infringement based on: (i) Services which have been modified by parties other than Solardirt where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Services in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Customer's use of the Services outside the permitted scope of these Terms.

7.3. Remedies. Should the Services become, or in Solardirt' opinion are likely to become, the subject of a claim of infringement, Solardirt may, at its option, (i) obtain the right for Customer to continue using the Services, (ii) replace or modify the Service so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Service. Upon such termination, Customer shall cease accessing the Services and Solardirt will refund to Customer as Customer's sole remedy for such service termination, the fees paid by Customer for the terminated service for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF Solardirt WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SERVICES.

7.4. Customer Indemnity. Customer agrees to defend, indemnify, and hold Solardirt including its affiliates, and their respective officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to (i) your use of the Website and the Services; (ii) your violation of these Terms, including our Privacy Policy and Acceptable Use Policy; (iv) your actual or alleged violation of any third party Intellectual Property Right or privacy right; or (v) any claim that the User Content caused damage to a third party. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

7.6. Indemnification Procedures. Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof;(ii) giving the indemnifying party sole control over the

defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. LIMITATION OF LIABILITY

8.1. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Solardirt BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Solardirt BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION

9.1. Term. These terms will be in effect from the time that the Services are activated and will continue until the termination of your Order.

9.2. Termination by Customer. You must cancel your subscription before your Order renewal date and prior to debiting of funds to Solardirt in order to avoid the next billing. All cancellations must be made in writing via our support portal, <https://start.solardirt.com>.

Sending a request by via other Solardirt address shall not constitute as a proper notification of cancellation.

9.3. Termination by Solardirt. These Terms and any usage rights granted hereunder may be terminated by Solardirt: (i) if you fail to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to you if you fail to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) you file a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.4. Effect of Termination. Upon termination of these Terms, Customer and User shall no longer access the Services and shall not circumvent any security mechanisms contained therein.

9.5. Other Remedies. Termination of Terms will not limit us from pursuing other remedies available to us, including injunctive relief, nor will such termination relieve your obligation to pay all fees that have accrued or are otherwise owed by you under these Terms.

10. YOUR OBLIGATIONS

10.1. You agree to comply with our Acceptable Use Policy, available at <https://www.solardirt.com/legal> and which is incorporated herein by reference.

10.2. The Customer shall be obliged to inform their respective Users before the beginning of use of the Services about the rights and obligations set forth in these Terms. The Customer, as applicable, will be liable for any violation of obligations by their Users or by other third parties who violate obligations within the Customer's control.

10.3. You are obliged to keep the login names and the passwords required for the use of the Services confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct your Users to observe copyright regulations.

10.4. Before entering its data and information, the Users are obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Users shall be responsible for the entry and the maintenance of its data.

10.5. Solardirt has the right (but not the obligation) to suspend access to the Services or remove any data or content transmitted via the Services without liability (i) if Solardirt reasonably believes that the Services are being used in violation of these Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Solardirt shall use commercially reasonable efforts to notify you prior to suspending the access to the Services as permitted under these Terms, or (iii) as otherwise specified in these Terms. Information on our servers may be unavailable to you during a suspension of access to the Services. Solardirt will use commercially reasonable efforts to give you at least twelve (12) hours' notice of a suspension unless Solardirt determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Solardirt or its customers.

10.6. If you engage in offerings, dealings or transactions with End-Users, you must comply with all applicable consumer protection laws.

10.7. You may not access the Services if you are a direct competitor of Solardirt, except with Solardirt prior written consent.

11. PRIVACY

11.1. You acknowledge that, in your capacity as operator of the Mobile App(s) we provide to you based on the Services, you are solely responsible for complying with any applicable

privacy, data protection, or similar law governing the collection, use, sharing, or other processing or handling of personally identifiable information, personal data, or similar information in any jurisdiction worldwide (“Privacy Law”). This includes, where necessary under the applicable Privacy Law, and without limitation, your obligation to make available a privacy policy to the End-Users of the Mobile App(s).

11.2. IN THE EVENT THAT Solardirt, SUBJECT TO ITS OWN DISCRETION, MAKES AVAILABLE TO YOU A PRIVACY POLICY OR SIMILAR DOCUMENT TOGETHER OR IN CONNECTION WITH A MOBILE APP(S) (“COMPLEMENTARY POLICY”), SUCH COMPLEMENTARY POLICY IS PROVIDED TO YOU “AS IS” AND NEITHER Solardirt NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS MAKE A REPRESENTATION OR WARRANTY AS TO ITS COMPLETENESS OR ACCURACY OR ITS COMPLIANCE WITH THE APPLICABLE PRIVACY LAW. Solardirt HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) REGARDING THE COMPLIMENTARY POLICY, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE COMPLIMENTARY POLICY.

11.3. You may use the Complimentary Policy for the purposes of making available a privacy policy to the End-Users of the Mobile App(s) we provide to you based on the Services, provided you review the Complimentary Policy before making it available to the end users and apply any necessary changes or amendments in order to ensure its accuracy, completeness, and compliance with the applicable Privacy Law. Solardirt reserves the right to suspend its Services to you or terminate your account or these Terms for cause in the event that you use the Complimentary Policy in breach of these Terms or violate the applicable Privacy Law when collecting, using, sharing, or otherwise processing or handling personally identifiable information, personal data, or similar information in connection with the Mobile App(s) we provide to you based on the Services.

12. MISCELLANEOUS

12.1. Assignment; Transfer. Neither Customer may not assign these Terms or otherwise transfer any usage rights created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Solardirt. If the transfer is approved by Solardirt, we reserve the right to charge a transfer fee. Any purported assignment of these Terms, or any rights in violation of this Section will be deemed void. For clarity, Customers are not permitted to solicit other subscribers to transfer or link Mobile App(s) to their account in order to fraudulently obtain discounted pricing. Solardirt may terminate the Customer’s right to use the Services immediately if Customer breaches this Section 12.1. Customer, as applicable,

will remain liable for the payment of the applicable fees for the remainder of their initial subscription term or then-current renewal period. Solardirt may assign, in whole or in part, its rights, interests, and obligations hereunder without limitation.

12.2. Third Parties. Solardirt will have the right to use third parties, including, but not limited to, employees of Solardirt's affiliates and subsidiaries ("Subcontractors") in performance of its obligations and services hereunder and, for purposes of these Terms, all references to Solardirt or its employees will be deemed to include such Subcontractors.

12.3. Technical Data. You shall not provide to Solardirt any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. You certify that all information provided to Solardirt has been reviewed and scrubbed so that all technical data and other sensitive information relevant to your ITAR regulated project has been removed and the information provided is only relevant to bug reports on Solardirt products.

12.4. Compliance with Laws. You agree to comply with all applicable laws, regulations, and ordinances relating to your obligations under these Terms.

12.5. Survival. Any provision that by its nature is intended to survive the termination of these Terms will survive termination of these Terms.

12.6. Notices. Any notice required under these Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Order or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.

12.7. Force Majeure. Solardirt will not be liable to you for any delay or failure of Solardirt to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Solardirt. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by you in providing required resources or support or performing any other requirements hereunder.

12.8. Restricted Rights. Use of the Services by or for the United States Government is conditioned upon the Government agreeing that the Services is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. You are responsible for assuring that this provision is included in all agreements with the United States Government and that the Services, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

12.9. Entire Agreement. These Terms, along with the Order and any other terms incorporated by reference herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein.

12.10. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

12.11. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

12.12. Severability and Reformation. Each provision of these Terms is a separately enforceable provision. If any provision of these Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these Terms to remain in effect in accordance with its terms as modified by such reformation.

12.13. Independent Contractor. Solardirt is an independent contractor and nothing in these Terms will be deemed to make Solardirt an agent, employee, partner, or joint venturer of Customer. No party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

12.14. Governing Law; Venue. The laws of the State of Mississippi, USA govern the interpretation of these Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these Terms. The parties agree that the federal and state courts located in Hinds County, Mississippi, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these Terms. Mediation will be held in Jackson, Mississippi, USA.

12.15. Dispute Resolution.

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these Terms and any subsequent amendments of these Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, you agree and acknowledge that no dispute resolution or litigation will be pursued by you for any breach of these Terms until and unless Solardirt has had an opportunity to cure any alleged breach. You

agree to provide Solardirt with a detailed description of any alleged failure and a description of the steps that you understand must be taken by Solardirt to resolve the failure. Solardirt shall have sixty (60) days from Solardirt' receipt of your notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

Last updated: January 1, 2021.