

MASTER SERVICES AGREEMENT

This **Master Services Agreement** (this “**Agreement**”) is made, entered into and effective as of [•] (the “**Effective Date**”), by and between [•] (“**CarbonFree**”), a Delaware limited liability company, and [•] (“**Contractor**”), a [•] (together, the “**Parties**,” and each, a “**Party**”).

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Agreement and each Work Authorization, the following capitalized terms have the meanings indicated below, unless the context clearly requires otherwise:

“**Affiliate**” means, in relation to any Person, any other Person, who: (a) directly or indirectly controls, or is controlled by, or is under common control with, such Person; or (b) directly or indirectly beneficially owns or holds fifty percent (50%) or more of any class of voting stock or other equity interests of such Person. For purposes of this definition and for the avoidance of doubt, (i) the word “controls” means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise; (ii) CarbonFree and Contractor will not be deemed to be Affiliates; and (iii) CarbonFree’s ultimate parent company is CarbonFree Chemicals Holdings, LLC.

“**Agreement**” means this Master Services Agreement as amended, supplemented or otherwise modified, in writing, from time to time in accordance with the terms hereof.

“**Applicable Laws**” means any applicable act, statute, law, regulation, Permit, ordinance, rule, judgment, order, decree, directive, charter, constitution, writ, code, standard, criteria or any similar form of decision or determination of, or any interpretation of any of the foregoing by, any Governmental Authority with jurisdiction over Contractor, CarbonFree, the Site, the performance of the Work, or the use and operation of the Site and the Work, as any of the foregoing may be amended or imposed from time to time.

“**Background IP**” has the meaning set forth in Section 7.1(a).

“**Bankruptcy Event**” means that a Party: (i) commences any case, proceeding, or other action under any existing or future laws, rules or regulations (A) relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, (B) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets or (C) makes a general assignment for the benefit of its creditors; or (ii) has any case, proceeding or other action of a nature referred to in clause (i) above commenced against it that remains undismissed for more than thirty (30) days after filing.

“**Business Day**” means any day other than a Saturday, Sunday or recognized bank holiday in the state where the Site is located.

“**CarbonFree**” has the meaning set forth in the preamble hereto.

“**CarbonFree Event of Default**” has the meaning set forth in Section 10.2(a).

“**CarbonFree Group**” means CarbonFree and its Affiliates and all of their respective directors, officers, employees, managers, agents and representatives, and any heirs, successors, and assigns of any of the foregoing, in each case excluding members of Contractor Group.

“CarbonFree Instruction” has the meaning set forth in Section 4.1.

“CarbonFree Policies” means any of CarbonFree’s policies or procedures related to health and safety at the Site.

“CarbonFree Proprietary Process IP” has the meaning set forth in Section 7.1(a).

“CarbonFree Termination for Cause” has the meaning set forth in Section 10.1(b).

“Change Event” means the issuance of an CarbonFree Instruction by CarbonFree or a Force Majeure Event.

“Change Order” means any agreement entered into between the Parties (or their Affiliates) pursuant to the terms and conditions of this Agreement that amends a Work Authorization, in the form set forth in Exhibit B or such other form as may be used by CarbonFree from time to time.

“Change Request” has the meaning set forth in Section 4.3.

“Claims” means all charges, grievances, claims, demands, legal proceedings, administrative proceedings, enforcement proceedings, investigations, audits, liens, encumbrances, actual or anticipated causes of action and other actions, of any kind or nature (in each case, including (a) actions in rem or in personam and actions of Governmental Authorities, and (b) those on account of, loss of or damage to property, bodily injury, personal injury, illness, disease, maintenance, cure, loss of consortium (parental or spousal), loss of support, death, and wrongful termination of employment), whether actual or anticipated, or created by or based upon law (including statute), contract, tort, or other legal theory.

“Confidential Information” is defined in Section 3.5.

“Contractor” has the meaning set forth in the preamble hereto and includes its legal successors and permitted assignees pursuant to this Agreement.

“Contractor Event of Default” has the meaning set forth in Section 10.1(a).

“Contractor Group” means Contractor, its Affiliates and Subcontractors, and all of their respective directors, officers, Personnel, and any heirs, successors, and assigns of any of the above.

“Contractor Hazardous Materials” has the meaning set forth in Section 3.4.

“Contractor Termination for Cause” has the meaning set forth in Section 10.2(b).

“Defect” means (a) any non-compliance of any portion of the Work or any Deliverables (or any part thereof) with the Warranty or (b) any other defect in, damage to, or other adverse effect to the extent caused or contributed to by a non-compliance described in clause (a) of this definition, including any damage to the Site, and **“Defective”** will be construed accordingly.

“Deliverables” means all submittals, reports, documents and other information prepared or acquired by Contractor in connection with the Work that Contractor is required to provide to CarbonFree pursuant to the applicable Work Authorization.

“Developed IP” has the meaning set forth in Section 7.1(a).

“Effective Date” has the meaning given in the preamble to this Agreement.

“Event of Default” means, as applicable a Contractor Event of Default or an CarbonFree Event of Default.

“Final Completion” means the acceptance of the Work by CarbonFree following completion of the Work in compliance with this Agreement and the applicable Work Authorization, including the delivery of any Deliverables to CarbonFree.

“Final Completion Date” means the date upon which Final Completion has occurred for the Work.

“Force Majeure Event” means any event or circumstance, or combination of events or circumstances that meets all the following criteria: (a) arises after or was not reasonably foreseeable prior to the applicable Work Authorization Effective Date, (b) was not the result of any fault or negligence or otherwise caused by, and was beyond the reasonable control of, the Party claiming the Force Majeure Event, and (c) the Party claiming the Force Majeure Event can demonstrate that such event is the cause of a delay in or prevents performance or the meeting of an obligation of such Party under this Agreement or any Work Authorization and such Party has been unable to overcome such event with the exercise of due diligence. Provided all of the criteria described above are met, Force Majeure Events may include the following: acts of God, epidemics, natural disasters, wildfires, earthquakes, tornadoes, storms, lightning, floods, civil disturbances, riots, war and military invasion, acts of the public enemy, blockades, acts of terrorism, insurrections, riots or revolutions, sabotage, vandalism, embargoes, and labor strikes, work stoppages, boycotts or walkouts of a national or regional scope to the extent that such labor disturbance are not specific to Contractor’s (or its Affiliate’s) or any Subcontractor’s employees.

“Force Majeure Notice” has the meaning set forth in Section 8.1(a).

“Governmental Authority” means any and all foreign, national, federal, state, governments and branches and subdivisions thereof, including any agencies, courts, or other authorities having jurisdiction as to the matter in question.

“Hazardous Material” means any substance that, under Applicable Laws, is considered to be hazardous or toxic or is or may be required to be remediated, including (a) any petroleum, petroleum constituents or petroleum products, flammable, ignitable, corrosive or explosive substances or materials, biohazardous materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), (b) any waste, chemicals or other materials or substances which are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants” or any words of similar import pursuant to Applicable Laws, or (c) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, or which may be the subject of liability under Applicable Laws for damages, costs or remediation.

“Intellectual Property” means recognized protectable intellectual property of a Party, whether registered or unregistered, such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other intangible protectable proprietary information that is legally recognized.

“Lien” means, with respect to any property or asset, any mortgage, deed of trust, security interest, lien, charge or encumbrance of any kind with respect to such property or asset, whether or not filed, recorded or otherwise perfected, effective under Applicable Laws, including any conditional

sale agreement, title retention agreement, capital lease or other similar lien pertaining to such property or asset.

“Losses” means any and all claims, losses, liabilities, damages, demands, injuries, costs, charges, penalties, assessments, causes of action, expenses (including reasonable attorneys’ fees and legal costs and costs and expenses such as expert witness fees courts costs and other legal fees and expenses, all as fixed by the court without necessity of noticed motion), fines, interest, awards, penalties and taxes.

“Party” or **“Parties”** has the meaning set forth in the preamble hereto.

“Permit” means any waiver, exemption, variance, certificate, franchise, permit, approval, exemption, authorization, clearance, license, consent, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority, including environmental, health and safety permits, site plan approval, building permits, certificates of occupancy, and all amendments, modifications, supplements, general conditions and addenda thereto.

“Person” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Governmental Authority or other entity of whatever nature.

“Personnel” means, with respect to a Person, such Person’s employees, agents, personnel, representatives, invitees, subcontractors (including, as applicable, the Subcontractors), vendors and any other third party independent contractors with whom such Person has contracted, and its agents’, personnel’s, representatives’, invitees’, subcontractors’, vendors’ or third party independent contractors’ respective employees, agents, personnel, representatives, invitees, subcontractors, vendors or third party independent contractors.

“Prudent Industry Standards” means those standards of care and diligence normally practiced by firms engaged in performing the Work under the same or similar circumstances as those contemplated in this Agreement and any Work Authorization at the time such activities were performed, and as are in accordance with generally accepted national standards of professional care, skill, diligence and competence applicable to engineering, construction and project management practices, and with similar access to information, documents and pre-construction site inspection, and in accordance with good engineering design practices, applicable approvals from any Governmental Authority, Applicable Laws, and other standards established for such work, including using environmental best practices and standards. Prudent Industry Standards are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

“Sanctions” is defined in Section 11.5.

“Schedule” means the schedule set forth in the applicable Work Authorization.

“Site” means the site or sites at which the Work will be performed as provided in the applicable Work Authorization.

“Standard of Care” means (a) in compliance with Prudent Industry Standards, with this Agreement and the applicable Work Authorization, and with Applicable Laws and Permits, and (b) in a good and workmanlike manner, and (c) free from defects in materials and workmanship.

“Subcontractor” means any Person other than Contractor performing or providing any portion of the Work, whether hired directly by Contractor or by a Person hired by Contractor and including every tier of subcontractor, including any materialman, vendor or supplier.

“**WA Price**” has the meaning set forth in 0.

“**Warranty**” has the meaning set forth in Section 6.1.

“**Warranty Period**” has the meaning set forth in Section 6.2(a).

“**Work**” means all obligations, duties, and responsibilities of Contractor pursuant to this Agreement and the applicable Work Authorization, including all labor, services, storage, design, engineering, fabrication, procurement and other materials and actions as are necessary for Contractor to perform its obligations hereunder and the applicable Work Authorization. All Work that Contractor performs through a Subcontractor will be deemed to constitute Work.

“**Work Authorization**” means any agreement entered into between the Parties (or their Affiliates) pursuant to the terms and conditions of this Agreement, in the form set forth in Exhibit A or such other form as may be used by CarbonFree from time to time.

“**Work Authorization Effective Date**” means the effective date of the applicable Work Authorization, as set forth therein.

Section 1.2 Rules of Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (d) to sections, **schedules**, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (e) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (f) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE 2 WORK

Section 2.1 Engagement. This Agreement is intended to facilitate the performance of Work by Contractor for CarbonFree. To engage Contractor to perform Work, CarbonFree will issue a Work Authorization to Contractor. If CarbonFree executes and issues and Contractor accepts a Work Authorization, Contractor will, for the consideration set forth in the Work Authorization, perform the Work described in the Work Authorization in a diligent and workmanlike manner in compliance with this Agreement, the Work Authorization, and any duly authorized and executed Change Orders. Contractor may accept a Work Authorization by executing the Work Authorization or by commencing performance of the Work described in the Work Authorization. In the event of any inconsistencies between this Agreement, the Work Authorization, and any duly authorized and executed Change Orders, the conflict will be resolved in accordance with following order of precedence: any duly authorized and executed amendments to this Agreement; any duly authorized and executed Change Orders, this Agreement, and the Work Authorization. Notwithstanding the foregoing, where an irreconcilable conflict exists among **Applicable Laws**, this Agreement, a Work Authorization, and the specifications in the **Standard of Care**, the strictest requirement will apply.

Section 2.2 Performance of the Work. Upon the Work Authorization Effective Date, Contractor will commence performance of the Work and will diligently pursue the performance of the Work to completion. Contractor will plan, develop, supervise, coordinate and perform the Work

in accordance with the Schedule. Contractor will monitor the progress of the Work, will notify CarbonFree of any delay or reasonable likelihood for delay impacting the Schedule and take appropriate corrective measures to mitigate such delay. Notice to CarbonFree of any delay will not be deemed to have relieved Contractor's obligations to complete the Work in accordance with the Schedule, and Contractor's corrective measures to mitigate delays will not be a basis for a Change Order or any additional compensation. To the extent requested by CarbonFree, Contractor will attend and participate in progress meetings with CarbonFree and such other Persons as CarbonFree may invite to such meeting, at the date, time, location and with the attendance of the representatives as notified by CarbonFree in writing within a reasonable amount of time prior to such meeting.

Section 2.3 Standard of Care. Contractor will perform the Work in accordance with the Standard of Care. In no event will references in this Agreement or any Work Authorization to one or more of the standards, guidelines, practices, regulations, laws, or Permits comprising the Standard of Care be interpreted to limit the applicability of all standards, guidelines, practices, regulations, laws, and Permits under the Standard of Care.

Section 2.4 Inspection of the Work. CarbonFree will have the right to observe and inspect the Work at all times. CarbonFree's inspection, review or approval, or lack of inspection, review or approval, of the Work or any portion thereof will not be deemed to waive any of CarbonFree's rights or Contractor's obligations under this Agreement or any Work Authorization or to release Contractor from any of its obligations related under this Agreement or the applicable Work Authorization, and Contractor will remain responsible for the quality and performance of the Work.

Section 2.6 Title. Contractor warrants that good legal title to and ownership of the Work will be transferred to CarbonFree free and clear of any and all Liens, Claims, security interests or other encumbrances when title thereto passes to CarbonFree. Title to the Work will pass to CarbonFree on the earlier of (a) payment therefore by CarbonFree, (b) Final Completion, or (c) termination of the applicable Work Authorization. Contractor will deliver to CarbonFree such assignments, bills of sale or other documents as reasonably requested by CarbonFree to evidence such transfer of title.

Section 2.7 Risk of Loss. Irrespective of any transfer in title to any portion of the Work, from the period of time beginning with the applicable Work Authorization Effective Date and until Final Completion, Contractor will bear all risk of loss and will have care, custody and control of the Work.

ARTICLE 3 CONTRACTOR RESPONSIBILITIES

Section 3.1 Subcontractors. Contractor may have portions of the Work completed by Subcontractors qualified to perform such portions of the Work pursuant to written subcontracts. If Contractor requires a Subcontractor that is not explicitly listed in the applicable Work Authorization, Contractor will obtain the written consent of CarbonFree prior to engaging such Subcontractor for the Work. Contractor will be solely responsible for engaging, managing, supervising and paying all Subcontractors. Contractor will be responsible for ensuring that all Subcontractors perform their portion of the Work in a manner consistent with the terms and provisions of this Agreement and the applicable Work Authorization. Contractor will require Subcontractors to comply with this Agreement and the applicable Work Authorization.

Section 3.2 Permits. Contractor will obtain and maintain all Permits required for the performance of the Work and to do business in the state in which the Site is located and will maintain such licenses for the duration of this Agreement. Contractor will pay all fees pertaining to such Permits. Contractor will timely complete and file any applications, reports or other forms required by any **Governmental Authority** to obtain and maintain the Permits.

Section 3.3 Personnel. Contractor will supply and be responsible for all Personnel required to properly perform the Work. All such Personnel will be employed by or will be under contract to Contractor. Contractor will: (i) take all necessary and appropriate actions to ensure that all Personnel are competent and properly qualified to perform the Work assigned to them and licensed if required by Applicable Laws, (ii) ensure that the Personnel observe all CarbonFree Policies while on the Site, and (iii) ensure that all Personnel attend a Site-specific safety orientation prior to performing any Work at the Site.

Section 3.4 Hazardous Materials. Contractor agrees that it will comply with all Applicable Laws pertaining to environmental matters. Contractor will be responsible, at its sole cost and risk, for the proper handling, collection, removal, transportation and disposal of any oils or other Hazardous Materials that Contractor uses, discovers, spills, releases, discharges or is otherwise responsible for in the performance of the Work (collectively, the "**Contractor Hazardous Materials**"), in accordance with the requirements of all Governmental Authorities and Applicable Laws. All activities in connection with the foregoing will be performed in accordance with the requirements of all Governmental Authorities and Applicable Laws. Contractor will identify to CarbonFree in writing any proposed disposal contractor or transporter of Contractor Hazardous Materials and Contractor's disposal plan before any such proposed disposal contractor or transporter removes Contractor Hazardous Materials from the Site and will provide CarbonFree documentation evidencing any disposal following such disposal. Contractor will give CarbonFree notice of any proposed shipment of Contractor Hazardous Materials to or from the Site, and Contractor will ensure that CarbonFree (or its designee) has the opportunity to inspect any such shipment of Contractor Hazardous Materials prior to removal from the Site.

Section 3.5 Confidentiality. From time to time, CarbonFree may disclose or make available to Contractor information about its business affairs, products, services, confidential **Intellectual Property** (including CarbonFree Proprietary Process IP), trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this provision by any member of **Contractor Group**; (ii) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) Contractor establishes by documentary evidence was in Contractor's possession prior to disclosure by CarbonFree hereunder; (iv) Contractor establishes by documentary evidence, was or is independently developed by Contractor without using of any of CarbonFree's Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. Contractor shall: (A) protect and safeguard the confidentiality of CarbonFree's Confidential Information with at least the same degree of care as Contractor would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use CarbonFree's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement and any Work Authorization; and (C) not disclose any such Confidential Information to any person or entity, except to Contractor's Personnel who need to know the Confidential Information to assist Contractor, or act on its behalf, to exercise its rights or perform its obligations under the Agreement or any Work Authorization. Contractor shall be responsible for any breach of this provision caused by any member of the Contractor Group. At CarbonFree's written request, Contractor and its Representatives shall promptly return to CarbonFree all copies, whether in written, electronic or other form or media, of CarbonFree's Confidential Information, or destroy all such copies and certify in writing to CarbonFree that such Confidential Information has been destroyed. In addition to all other remedies available at law, CarbonFree shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this provision.

Section 3.10 Inspection of Site. Prior to accepting a Work Authorization, Contractor will make a thorough inspection of the Site and its surroundings in order to be thoroughly familiar with all visible conditions relative to the Work. Contractor will also review and inspect any written plans and specifications provided by CarbonFree and inform CarbonFree promptly of any inadequacy or discrepancy that is reasonably discernable in the information provided by CarbonFree.

ARTICLE 4 CHANGE ORDERS

Section 4.1 General Principles. This Article describes all circumstances in which additions, deletions, alterations and/or modifications to or from the Work (including changes to the Schedule or WA Price) may be implemented, and, in each case, Contractor's sole and exclusive rights and remedies with respect to the same. Except as otherwise provided in this Article, no additions, deletions, alteration and/or modifications to or from the Work (including changes to the Schedule or WA Price) will be binding on the Parties.

Section 4.2 CarbonFree Instruction. CarbonFree may, at any time and for any reason, instruct Contractor to implement a scope adjustment by providing written notice (an "**CarbonFree Instruction**"). Contractor will comply with all CarbonFree Instructions and, unless CarbonFree instructs Contractor otherwise, implement the same continuously, diligently and without delay or suspension.

Section 4.3 Change Orders. Contractor will, no more than five (5) days after the date on which Contractor becomes aware or should have become aware (whichever is earlier) of, the first occurrence of any **Change Event**, submit to CarbonFree a written request for a Change Order which will include: (a) a description of any necessary scope adjustments; (b) the claimed adjustment to the Schedule; and (c) the claimed adjustment to the WA Price (a "**Change Request**"). CarbonFree may accept a Change Request by countersigning the same at which point the applicable Work Authorization will be modified pursuant thereto (a "**Change Order**"). If CarbonFree does not agree with any part of a Change Request, and the Parties subsequently agree upon Contractor's Change Order rights, CarbonFree may require Contractor to resubmit a Change Request that records the agreed changes, for countersignature by CarbonFree. Contractor will only be entitled to submit a Change Request for Change Events, and only to the extent such events occur on or after the applicable Work Authorization Effective Date.

ARTICLE 5 WORK AUTHORIZATION PRICE AND PAYMENT TERMS

Section 5.1 Work Authorization Price. Subject to Section 5.2(b), CarbonFree will pay to Contractor, in full and final consideration for the performance of the Work and all other obligations of Contractor hereunder, the amount set forth in the applicable Work Authorization (as it may be adjusted by a Change Order pursuant to Article 4, the "**WA Price**"). Acceptance by Contractor of the final payment will constitute a release by Contractor of CarbonFree, its Affiliates and every officer and agent thereof from all Liens (whether statutory or otherwise and including mechanics' or contractors' liens), and Claims for payment of the WA Price, except (i) Claims for which Contractor has delivered a written notice of dispute to CarbonFree, or (ii) those obligations which continue past Final Completion (including CarbonFree's indemnity obligations under this Agreement). No payment by CarbonFree will be deemed a waiver by CarbonFree of any obligation of Contractor under this Agreement or any Work Authorization. Within fifteen (15) days after Contractor's receipt of final payment of the WA Price from CarbonFree, Contractor will deliver to CarbonFree a Lien Waiver covering the entirety of the Work.

Section 5.2 Invoicing and Payment. Unless otherwise provided in the Applicable Work Authorization, Contractor will invoice CarbonFree upon Final Completion. CarbonFree will pay

properly invoiced amounts no later than thirty (30) days after receipt of invoice, except for any amounts disputed by CarbonFree in good faith. CarbonFree will provide Contractor with notice of any disputed amounts setting forth the amount in dispute and describing in reasonable detail the nature of the dispute. CarbonFree reserves the right to offset any amount owed to CarbonFree by Contractor against any amount owed by CarbonFree to Contractor, including any overpayments made by CarbonFree. CarbonFree's payment of any invoiced amount will not be deemed in any way to be an acceptance by CarbonFree of any of the Work nor will such payment be deemed a waiver by CarbonFree of any rights or Contractor obligations hereunder.

Section 5.3 Withholding Right. In addition to any withholding of payment of amounts set forth in an invoice that are in bona fide dispute, and any offset of amounts owed by Contractor to CarbonFree, CarbonFree will have the right, upon notice to Contractor, to withhold, set-off, net, recoup or otherwise deduct against or from any sums payable to Contractor under the applicable Work Authorization such amounts as CarbonFree reasonably determines to be necessary to compensate CarbonFree for, or protect CarbonFree against, any Claim or Loss arising out of or in connection with any breach of this Agreement or the applicable Work Authorization

Section 5.4 Taxes. Contractor will be responsible for all transportation fees, freight, packing costs, import tariffs, price supports, Personnel fees and all other costs associated with the performance of the Work and any other of its duties and responsibilities under this Agreement and all Work Authorizations. Each Party will be responsible for its own income taxes. The Parties agree that the WA Price includes all taxes, costs and tariffs for which Contractor is responsible in accordance herewith.

Section 5.5 No Liens.

(a) Within five (5) days after Contractor's receipt of final payment of the WA Price from CarbonFree, Contractor will deliver to CarbonFree an unconditional waiver and release of all Liens covering the entirety of the Work in such form as may be specified by CarbonFree.

(b) Contractor will notify CarbonFree of the filing of any Liens by Contractor or any Subcontractors against the Work, the Site, or any fixtures or personal property included in the Work promptly upon learning of the existence or filing of such Liens.

(c) If any Liens are filed by Contractor or any Subcontractors Contractor will, within ten (10) days after a written demand from CarbonFree, at Contractor's expense, discharge and cause to be released, whether by payment or obtaining and recording a lien release bond in a form and substance reasonably satisfactory to CarbonFree and from surety who is (and who has collateral for such security that is) reasonably satisfactory to CarbonFree, covering an amount equal to the amount of such Liens, regardless of the action Contractor may take with respect to such Liens. If Contractor fails to discharge or cause to be released any Liens within ten (10) days after a written demand from CarbonFree, CarbonFree will be entitled, but not obligated, to discharge by payment or surety bond such Liens and recover the amount of such payment or cost of such bond from Contractor with all expenses incurred by CarbonFree in connection with such discharge.

ARTICLE 6 WARRANTIES AND REMEDIES

Section 6.1 Warranty Provisions. Contractor warrants that (a) the Work will be performed in accordance with the Standard of Care; and (b) neither the Work nor the use of the Work by CarbonFree infringes, violates or constitutes a misappropriation of the Licensed Technology. Work or any materials not conforming to these requirements, including substitutions not properly approved and authorized, will be considered Defective. If required by CarbonFree, Contractor will

furnish satisfactory evidence as to the kind and quality of any materials or equipment provided as part of the Work.

Section 6.2 Remedies.

(a) Contractor will promptly remedy any Defect discovered within two (2) years after Final Completion, (the “**Warranty Period**”). If Contractor performs warranty Work after Final Completion, the Warranty Period for each item of corrected Work will be extended for a period equal to the original Warranty Period beginning on the date such warranty Work is completed to the satisfaction of CarbonFree. Contractor will correct all Defects discovered during the Warranty Period, even if such corrective action cannot be completed within the Warranty Period. Contractor will remedy each Defect continuously, diligently, without delay, and in a manner causing as little disruption as possible to the operations at the Site.

(b) If Contractor fails, after a reasonable period of time, to commence the correction of any Defect continuously, diligently, without delay, then CarbonFree will have the option but not the obligation to correct the Defect at Contractor’s expense. If any Defect presents an imminent threat to the safety or health of any person or of damage to the environment, CarbonFree may immediately take action to correct the Defect at Contractor’s expense. CarbonFree’s actions in correcting Defects will not void Contractor’s warranty obligations, except to the extent a Defect is exacerbated by CarbonFree’s gross negligence or willful misconduct.

Section 6.3 Availability of Warranties. The warranties made in this Agreement will be for the benefit of CarbonFree and its successors and permitted assigns and the respective successors and permitted assigns of any of them and are fully transferable and assignable.

ARTICLE 7 INTELLECTUAL PROPERTY

Section 7.1 Intellectual Property.

(a) **Definitions.** “**Background IP**” means any Intellectual Property either (i) owned or controlled by a Party prior to the Effective Date or (ii) developed or acquired by a Party independently from the performance of the Work hereunder during the term of this Agreement. “**Developed IP**” means any Intellectual Property that is made, conceived, developed, or conceived and reduced to practice, by either Party solely or jointly with the other Party (regardless of relative input, contribution or involvement), under any Work Authorization. “**CarbonFree Proprietary Process IP**” means Intellectual Property relating to CarbonFree’s proprietary process for capturing, utilizing and/or sequestering carbon dioxide.

(b) **Ownership of Intellectual Property.** Each Party will continue to retain all rights, title and interest in its Background IP. CarbonFree will own all rights, title and interest in and to CarbonFree Proprietary Process IP and Developed IP. Contractor hereby irrevocably transfers and assigns to CarbonFree any and all of its right, title and interest in and to such CarbonFree Proprietary Process IP and Developed IP. Contractor hereby grants to CarbonFree a perpetual, royalty-free, fully paid up, non-exclusive license to any of Contractor’s Background IP and any other Intellectual Property that is incorporated into the Work.

Section 7.2 Ownership of Deliverables. Title to Deliverables will vest in (and, to the extent not automatically vested in, are hereby assigned by Contractor to) CarbonFree; *provided*, that Contractor will retain title to any documents which were not specifically produced by Contractor for CarbonFree (e.g., product user manuals), and any such documents will not be considered

“**Deliverables**” for purposes of this provision, and CarbonFree is hereby granted a perpetual, non-exclusive, irrevocable, transferrable and sublicensable license to such documents all to the extent necessary for purposes of the ownership, use, operation, maintenance and repair of the Work.

Section 7.3 Public Statements. Contractor may not (a) issue or make any public announcement, press release or statement regarding this Agreement, any Work Authorization, or work thereunder unless such public announcement without the consent of CarbonFree, or (b) use CarbonFree’s mark, name or logo in any marketing literature, web sites, articles, press releases (including interviews with representatives of media organizations of any form), or any other document or electronic communication without the consent of CarbonFree.

ARTICLE 8 FORCE MAJEURE

Section 8.1 Force Majeure.

(a) **Notice.** If a Party believes that an event constituting a Force Majeure Event has occurred that has or will prevent or delay the performance of its obligations under this any Work Authorization, such Party will deliver the other Party prompt written notice describing the alleged Force Majeure Event within five (5) Business Days following the earlier of the date on which such Party becomes aware of such condition or event, or should have known through the exercise of due diligence (the “**Force Majeure Notice**”). The Force Majeure Notice will be delivered to the other Party and its representative. Within five (5) Business Days after the Force Majeure Notice, the Party claiming a Force Majeure Event will: (i) specify the length of the delay expected to be incurred or incurred by reason of, such Force Majeure Event including documentation of the impact to the critical path; (ii) describe the particulars of the cause and nature of the Force Majeure Event; (iii) provide evidence of the occurrence of such Force Majeure Event; and (iv) provide its plans for overcoming the Force Majeure Event. Contractor will work diligently to mitigate, cure, remove or otherwise correct any effect of any Force Majeure Event on the Work and will to continue to perform its obligations under this Agreement and the applicable Work Authorization not prevented by such event.

(b) **Excuse of Non-Performance.** So long as the conditions set forth in this Article 8 are satisfied and provided the affected Party is taking reasonable steps to mitigate the effects of the Force Majeure Event in accordance with the terms of this Agreement, except with regard to payment obligations, neither Party will be responsible or liable for or deemed in breach of this Agreement or any Work Authorization because of any failure or delay in complying with its obligations under or pursuant to this Agreement or any Work Authorization to the extent that such failure has been caused, or contributed to, by one or more Force Majeure Events or its effects or by any combination thereof; *provided*, that: (i) the affected Party will use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance; and (ii) the suspension of performance and extension of time due to the occurrence of the Force Majeure Event will be of no greater scope and of no longer duration than is required by the effects of the Force Majeure Event and in no event will exceed the duration of the Force Majeure Event on a day per day basis.

ARTICLE 9 INDEMNIFICATIONS AND LIABILITY

Section 9.1 Contractor’s Indemnity. Contractor will defend, indemnify and hold harmless **CarbonFree Group** from and against any and all Losses, incurred by or asserted against any member of CarbonFree Group to the extent and as a result of any and all of the following: (a) any Claims for bodily injury, death or damage to property to the extent caused by any negligent act or omission (including strict liability) or willful misconduct arising out of the performance of the Work

or any curative action under any warranty related to the Work, by Contractor Group (b) any Claims for bodily injury, death or property damage arising out of Defects, Contractor Group's breach of the Warranty; (c) any Claims with respect to employer's liability or worker's compensation filed by any employee of Contractor or any of its Subcontractors, except to the extent caused by the negligent acts or omissions of CarbonFree Group; and (d) any Claims directly or indirectly related to any member of Contractor Group's breach of this Agreement or any Work Authorization.

Section 9.2 CarbonFree's Indemnity. CarbonFree will defend, indemnify and hold harmless Contractor from and against any and all Losses incurred by or asserted against any such Person to the extent and as a result of any and all of the following: (a) any third party Claims for injury or death or damage to property to the extent caused by the CarbonFree's negligent acts or omissions (including strict liability) or willful misconduct; or (b) any third party Claims for loss of or damage to property to the extent caused by CarbonFree's negligent acts or omissions (including strict liability) or willful misconduct.

Section 9.3 Limitations on Liability.

(a) **Consequential Damages.** Neither Party (or the parent companies and Affiliates of each, and their respective members, shareholders, officers, directors, agents and employees) will be liable to the other Party (or its parent companies and Affiliates, and their respective members, shareholders, officers, directors, agents and employees) for any consequential, indirect, special, exemplary or punitive damages arising out of this Agreement or any Work Authorization; *provided, however*, that such limitation will not apply to any Claim for damages attributable to a Party's fraud, gross negligence or willful misconduct or amounts payable pursuant to an indemnity given hereunder.

Section 9.4 Insurance. From the Effective Date and through and including the Final Completion Date and during the Warranty Period, Contractor will procure and maintain, or cause to be procured and maintained, insurance with the minimum coverage set forth Exhibit C to this Agreement as well as any additional minimum coverage set forth in the applicable Work Authorization. Upon CarbonFree's request, Contractor will provide CarbonFree with insurance certificate(s) evidencing Contractor's procurement and maintenance of the minimum coverage required hereunder. All insurance obligations hereunder will be independent of the indemnity obligations contained in this Agreement and any Work Authorization and will remain in full force and effect regardless of whether the indemnity provisions contained in this Agreement or any Work Authorization are enforceable.

ARTICLE 10 TERMINATION

Section 10.1 Termination by CarbonFree.

(a) **Contractor Events of Default.** The occurrence of any one or more of the following events will constitute an Event of Default by Contractor hereunder ("**Contractor Event of Default**"): (i) Contractor experiences a Bankruptcy Event; (ii) Contractor fails to maintain the insurance coverage required of it in accordance with this Agreement or any Work Authorization; (iii) Contractor fails to comply with any CarbonFree Policies; (iv) Contractor breaches any of its obligations with respect to Hazardous Materials and such breach is not cured by Contractor within five (5) days after notice thereof from CarbonFree; and (v) Contractor is in breach of any other provision of this Agreement and such breach is not cured by Contractor within thirty (30) days following notice thereof to Contractor, or if such breach is not capable of being cured within such thirty (30) day period, Contractor (A) fails to commence to cure such breach within such thirty (30) day period or (B) fails to thereafter diligently proceed to cure such breach in a manner reasonably satisfactory to CarbonFree in its sole discretion.

(b) **CarbonFree Termination for Cause.** Upon the occurrence and during the continuation of any Contractor Event of Default hereunder, CarbonFree, in addition to its right to pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise, will have the right to terminate any Work Authorization or all Work Authorizations by written notice to Contractor (an “**CarbonFree Termination for Cause**”). An CarbonFree Termination for Cause will be effective upon delivery of CarbonFree’s notice with respect thereto.

(c) **Termination for Convenience.** CarbonFree may terminate this Agreement, any Work Authorization, or all or any portion of the Work at any time, with or without cause, by notice to Contractor specifying the effective date of the termination, which date will not be less than ten (10) Business Days from the date of such written notice. CarbonFree may reschedule all or any portion of the Work at any time, with or without cause, by notice to Contractor.

Section 10.2 Termination by Contractor.

(a) **CarbonFree Events of Default.** The occurrence of any one or more of the following events will constitute an Event of Default by CarbonFree hereunder (“**CarbonFree Event of Default**”): (i) CarbonFree experiences a Bankruptcy Event; or (ii) CarbonFree’s failure to pay to Contractor any required payment, that is not in dispute, when due, which failure continues for thirty (30) days after written notice of failure has been received by CarbonFree from Contractor.

(b) **Contractor Termination for Cause.** Upon the occurrence and during the continuation of any CarbonFree Event of Default hereunder, Contractor may terminate the applicable Work Authorization upon thirty (30) days’ prior written notice following any CarbonFree Event of Default (a “**Contractor Termination for Cause**”). In the event of a Contractor Termination for Cause, Contractor will be entitled to payment for all Work completed prior to the termination date.

Section 10.3 Actions Required Following Termination. Upon termination of any Work Authorization, Contractor will (i) immediately discontinue the terminated Work (ii) if applicable, remove from the Site its Personnel and all equipment, waste, rubbish and Hazardous Material brought onto the Site by Contractor or its Subcontractors, and (iii) immediately take such steps as are reasonably necessary to preserve and protect the Work, materials, equipment and supplies at the Site, stored off-site, or in transit.

Section 10.4 Effects of Termination. Except as otherwise set forth in this Agreement, the expiration or termination of this Agreement or any Work Authorization will not affect any liabilities of the Parties that accrued prior to such expiration or termination. Amounts paid in accordance with Article 10 will be Contractor’s sole and exclusive remedy for termination of this Agreement due to an CarbonFree Event of Default.

Section 10.5 No Other Termination Rights. Other than as stated in this Article 10, neither Party will have any right to terminate this Agreement or any Work Authorization.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Entire Agreement. This Agreement, and any duly executed Work Authorizations, contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, discussions, undertakings and commitments (whether written or oral) with respect thereto, and such prior agreements will be null and void and of no further force and effect. All the Exhibits attached hereto are incorporated into and made a part of this Agreement. Except for the Work Authorizations, there are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

Section 11.2 Waiver. No delay, failure or refusal on the part of any Party to exercise or enforce any right under this Agreement or any Work Authorization will impair such right or be construed as a waiver of such right or any obligation of another Party, nor will any single or partial exercise of any right hereunder preclude other or future exercise of any right. The failure of a Party to give notice to the other Party of a breach of this Agreement or any Work Authorization will not constitute a waiver thereof. Any waiver of any obligation or right hereunder will not constitute a waiver of any other obligation or right, whether then existing or arising in the future. Each Party will have the right to waive any of the terms and conditions of this Agreement and any Work Authorization that are for its benefit. To be effective, a waiver of any obligation or right must be in writing and signed by the Party waiving such obligation or right.

Section 11.3 Audit. Contractor agrees to retain for a period of five (5) years Final Completion all material books and records relating to its performance of the Work and Contractor's warranty obligations herein (including all time sheets, invoices, work logs, accounting records, estimates, estimating worksheets, change order files and any other supporting material necessary to substantiate Contractor's performance of services and costs and charges related to such performance). Should Contractor not be able to substantiate costs for which CarbonFree provided reimbursement, those costs will conclusively be deemed not to have been incurred by Contractor and CarbonFree will be reimbursed accordingly. CarbonFree will have the right to audit Contractor's books and records to its performance of the Work and Contractor's warranty obligations herein with prior written notice to Contractor at Contractor's principal place of business during normal business hours. CarbonFree will conduct any such audit at its own cost and expense, unless the audit discloses a discrepancy from any individual payment application or requirements of the applicable Work Authorization in excess of three percent (3%), in which case Contractor will be responsible for reimbursing CarbonFree for the costs of the audit. In all events, Contractor will reimburse CarbonFree for overpayments made to Contractor.

Section 11.4 Governing Law and Dispute Resolution.

(a) This Agreement and each Work Authorization, will be governed by, and construed in accordance with, the laws of the state where the Site is located, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than such state.

(b) Any Claim arising out of or relating to this Agreement or any Work Authorization (including the breach, termination or invalidity thereof, and whether arising out of tort or contract) (each, a "**Dispute**") shall be instituted in the federal courts of the United States of America or the courts of the State where the Site is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(c) THE PARTIES HERETO AGREE THAT THEY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY WORK AUTHORIZATION, OR ANY DISPUTE.

Section 11.5 Anti-Corruption. Contractor represents and warrants that no member of the Contractor Group has directly or indirectly given, offered or promised to give or offer, and covenants that no member of the Contractor Group will give, offer or promise to give or offer, anything of value

to either any member of the CarbonFree Group or any foreign or domestic government official for the purpose of obtaining or retaining any business or inducing or rewarding any act or decision. Contractor covenants that every member of the Contractor Group will comply with the U.S. Foreign Corrupt Practices Act and any other anti-bribery or anti-corruption provisions of Applicable Law. Contractor represents and warrants that no member of the Contractor Group is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or other applicable sanction authority ("**Sanctions**") or is located in, organized in or operated by any country or group of individuals that is the subject of any Sanctions, including Crimea, Cuba, Iran, North Korea, Syria and Venezuela.

Section 11.6 Joint Effort. Preparation of this Agreement has been (and each Work Authorization will be) a joint effort of the Parties and the resulting document will not be construed more severely against one of the Parties than against the other. Any rule of construction that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, any amendments or Exhibits hereto, and any Work Authorization.

Section 11.7 Status of Contractor; No Partnership; No Agency. Contractor will be an independent contractor with respect to any and all Work performed and to be performed under this Agreement and any Work Authorization. This Agreement and each Work Authorization will not be interpreted or construed to create an association, joint venture or partnership relationship among or between the Parties or any similar relationship, obligation or liability. Neither Party will have any right, power or authority to enter into any agreement or undertaking for, act on behalf of, act as or be an agent or representative of, or otherwise bind or obligate, the other Party. Neither Contractor nor any of its employees is or will be deemed to be an employee of CarbonFree.

Section 11.8 No Rights in Third Parties. Except as otherwise set forth herein, including with respect to the rights of permitted successors and assigns, and Contractor Group and CarbonFree Group, respectively, under this Agreement or any Work Authorization, (a) nothing in this Agreement nor any action taken hereunder will be construed to create any duty, liability or standard of care applicable to any Person that is not a Party, (b) no Person that is not a Party will have any rights or interest, direct or indirect, in this Agreement, any Work Authorization, or the Work, and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

Section 11.9 Amendments. No amendment or modification of this Agreement or any Work Authorization will be valid or binding upon the Parties unless such amendment or modification will be in writing and duly executed by authorized officers of both Parties. For the avoidance of doubt, emails between the Parties will not be considered a "writing" for purposes of this Section 11.9.

Section 11.10 Assignment. Except as otherwise provided in this Agreement, neither party may assign this Agreement or any Work Authorization without the prior written consent of the other party. Any purported assignment in violation of this provision shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder. CarbonFree may freely assign or novate, or otherwise transfer any of its right, title, interest, benefit in or obligations under this Agreement and each Work Authorization (i) in connection with the sale of all or substantially all of its assets, or (ii) to any of its Affiliates. Nothing in this provision will prevent Contractor from engaging Subcontractors in connection with the performance of its obligations under this Agreement or any Work Authorization. Subject to this provision, this Agreement and each Work Authorization will be binding on the Parties hereto and on their respective successors, heirs and assigns.

Section 11.11 Authority of the Parties. Each of the Parties hereby represents and warrants that (a) it has all necessary power and authority to execute, deliver and perform its

obligations under this Agreement, and each of the execution, delivery and performance by it of this Agreement has been duly authorized by all necessary action on its part, does not require any approval, except as has been heretofore duly obtained, and does not contravene or constitute a default under its organizational documents or any provision of Applicable Laws or any agreement, judgment, injunction, order, decree or other instrument binding upon it; and (b) it has duly and validly executed and delivered this Agreement and it constitutes the legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

Section 11.12 Expenses and Further Assurances. Each Party will pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement and each Work Authorization. Contractor and CarbonFree agree to provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party (at the cost and expense of the other Party) in order to give full effect to this Agreement and to carry out the intent of this Agreement and each Work Authorization.

Section 11.13 Severability. If any provision of this Agreement or any Work Authorization is held to be illegal, invalid, or unenforceable under present or future laws, such provision will be fully severable; this Agreement and the applicable Work Authorizations will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the applicable Work Authorizations; and the remaining provisions of this Agreement and the applicable Work Authorizations will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement and the applicable Work Authorizations. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement and the applicable Work Authorizations a provision that is as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and is legal, valid and enforceable.

Section 11.14 Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement or any Work Authorization will be in writing, signed by the Party giving such notice, and will be either (i) hand delivered; (ii) delivered by same-day or overnight courier; (iii) delivered by certified mail, return receipt requested, or (iv) delivered via email to the other Party at the address set forth below.

If delivered to CarbonFree:

Name: [Carbonfree Chemicals SPE I LLC or Carbonfree Chemicals Holdings, LLC]
Attn: Contract Administration
Address: 102 9th Street, Suite 300, San Antonio, Texas 78215
Email: contracts@carbonfree.cc

If delivered to Contractor:

Name:
Address:
Email:

Each Party will have the right to change the place to which notice will be sent or delivered by sending a similar notice to the other Party in like manner. Notices, demands, offers, or other written instruments will be deemed to be received; if delivered by hand, by same-day or overnight courier service, or certified mail on the date actually received at the address of the intended recipient.

Section 11.15 Survival.

All provisions of this Agreement and any Work Authorization that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement or any Work Authorization will survive the expiration or termination of this Agreement or any Work Authorization. Without limiting the generality of the foregoing and any representations and indemnities under this Agreement will survive the expiration or termination of this Agreement and any Work Authorization and remain in force and effect in accordance with their terms.

Section 11.16 Time of the Essence. Time is of the essence in the performance of the Work in accordance with the requirements of this Agreement and each Work Authorization.

Section 11.17 Cumulative Remedies. Except as otherwise specifically set forth herein, the Parties agree that all remedies that are provided for in this Agreement or any Work Authorization will be cumulative and in addition to other remedies in law or equity. No waiver or failure to act on the part of any Party to this Agreement will prevent such Party from later exercising those same rights.

Section 11.18 Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts and each counterpart will represent a fully executed original as if executed by both Parties, with all such counterparts together constituting but one and the same instrument. This Agreement may be duly executed and delivered by electronic format (including portable document format (pdf)) delivery of the signature page of a counterpart to the other Party and will be binding on and enforceable against each executing Party whether or not such facsimile or electronic format execution is followed by delivery of an original counterpart to the other Party.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

[Carbonfree Chemicals SPE I LLC or Carbonfree Chemicals Holdings, LLC]

By: _____

Name: _____

Title: _____

SUPPLIER:

[Contractor Entity]

By: _____

Name: _____

Title: _____

**Exhibit A
Work Authorization Form**

WORK AUTHORIZATION FORM

WA CONTRACT NO.

MSA CONTRACT NO.		PURCHASE ORDER NO.	
MSA EFFECTIVE DATE			

DATE OF REQUEST:	
CONTRACTOR NAME	
PROJECT NAME	
LOCATION OF WORK	

SCOPE:

PROJECT DURATION/TIMELINE:

MAXIMUM PRICE:

	Labor (Hourly Rate)	\$	-
	Total Travel	\$	-
	Supplies & Materials (if applicable)	\$	-
	Program Development (if applicable)	\$	-
TOTAL NOT TO EXCEED AMOUNT		\$	-

CLARIFICATIONS:

This proposal is based on the following information:

Notwithstanding any language to the contrary, nothing in this Work Authorization shall supersede the terms of the Governing Master Service Agreement (defined above), and the maximum amount owed by CarbonFree for this Work Authorization shall be the Maximum Price stated above. Additionally, Contractor shall be responsible for updating the Work Authorization Tracking Log to ensure that the aggregated total of Work Authorizations under a governing Master Service Agreement does not exceed the total not to exceed amount stated above.

SIGNATURE: of CarbonFree Representative: _____
DATE:

SIGNATURE: of Contractor Representative: _____
DATE:

**Exhibit B
Change Order**

CHANGE ORDER

CO CONTRACT NO.

MSA CONTRACT NO.		WORK AUTHORIZATION NO.	
MSA EFFECTIVE DATE		VARIATION NO.	

DATE OF REQUEST:	
CONTRACTOR NAME	
PROJECT NAME	
LOCATION OF WORK	

CHANGE REQUEST OVERVIEW	
DESCRIPTION OF CHANGE	
REASON FOR CHANGE	
SUPPORT & JUSTIFICATION DOCUMENTS	<i>List all attached documents which support the requested change and justify any increased cost and time.</i>
SPECIFICATIONS	

CHANGE IN WORK AUTHORIZATION PRICE		CHANGE IN WORK AUTHORIZATION DURATION	
ORIGINAL PRICE		ORIGINAL END DATE	
NET CHANGES OF PREVIOUS CHANGE ORDERS		NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE		NET INCREASE / DECREASE	
TOTAL WA PRICE WITH APPROVED CHANGES		TOTAL WA TIME WITH APPROVED CHANGES	

ACCEPTED BY: CONTRACTOR		APPROVED BY: CARBONFREE REPRESENTATIVE	
SIGNATURE:		SIGNATURE	
NAME:		NAME:	
DATE:		DATE:	

Exhibit C Insurance

Contractor will procure and maintain, or cause to be procured and maintained, insurance with the minimum coverages:

- Workers compensation insurance of not less than the amount required by law in the state where the Work is performed, with no alternative forms of coverage;
- Employers liability insurance with limits of not less than \$1,000,000 each accident;
- Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 products/completed operations general aggregate;
- Automobile liability insurance of not less than \$1,000,000 combined single limit, including coverage for owned, no-owned, and hired vehicles and mobile equipment;
- Umbrella liability insurance of not less than \$5,000,000 combined single limit in excess of the required employers liability, automobile liability and commercial general liability; and
- If a crane will be used in the performance of the Work, riggers liability insurance of not less than \$1,000,000 combined single limit.

Each required policy: (a) will be issued by an insurance carrier that has an A.M. Best Company rating of A- VII or higher on the date the policy is issued; (b) will include a provision stating that the policy may not be cancelled or materially altered without ten (10) days' prior written notice to CarbonFree; (c) waive subrogation rights against CarbonFree and its Affiliates; (d) will be primary with respect to the insurance maintained by CarbonFree and its Affiliates; (e) may consist of a combination of primary and excess liability policies; (f) will be written on an occurrence form; (g) will not contain any provision or endorsement denying coverage for losses caused by the acts or omissions of subcontractors. Each required policy, other than the required worker's compensation policy will name CarbonFree and its Affiliates as additional insureds.