MATERIAL SUPPLY TERMS AND CONDITIONS

Seller's offer to sell Equipment to Buyer is strictly conditioned on Buyer's agreement to these Terms. Seller expressly limits Buyer's acceptance of Seller's offer solely to these Terms and expressly rejects and objects to any additional or different terms proposed by Buyer or attached to any PO. Any modification of these Terms is and in the future shall be rejected by Seller unless in writing and signed by Seller. Buyer's placement of any PO for Equipment shall constitute Buyer's agreement to these Terms.

1. Definitions.

a. "Agreement" means these Terms and any PO that Seller accepts pursuant to a Confirmation.
b. "Buyer" means the entity purchasing the Equipment as specified in the PO.
c. "Collateral" has the meaning set forth in Section 4d.
d. "Confirmation" means the written acceptance of a PO issued by Seller to Buyer.
e. "Delivery" has the meaning set forth in Section 3a.
f. "Delivery Date" means the delivery date set forth in the PO.
g. "Deposit" has the meaning set forth in Section 4.a.
h. "Excused Event" has the meaning set forth in Section 6a.
i. "Inspection Period" has the meaning set forth in Section 3b.
j. "Limited Warranty" has the meaning set forth in Section 5a.
k. "Equipment" means racking, modules, and other equipment that Seller has agreed to sell to Buyer as described in the PO.
l. "PO" means any purchase order issued by Buyer that specifies the type of Equipment, quantity, shipping terms, Purchase Price and Delivery Date.
m. "Purchase Price" means the total amount payable to Seller for the Equipment, including any shipping, insurance, taxes, or other fees or charges, as set forth in the PO.
n. "Quarantine Equipment" has the meaning set forth in Section 3b.
o. "Rejected Equipment" has the meaning set forth in Section 3b.
p. "Seller" means [Lumos]
q. "Seller Parties" means Seller and its affiliates, and their respective officers, directors, employees, contractors and agents.
r. "Shipment Date" means the date upon which the Equipment is scheduled to be shipped as specified in the PO or, if none is specified, then 30 days prior to the Delivery Date.
s. "Specifications" means the specifications for the Equipment as provided by Seller to Buyer.
t. "Terms" means these Equipment Sales Terms and Conditions, including any modifications or additional provisions expressly agreed to by Seller in its Confirmation.

2. Order Process.

a. To initiate a purchase of Equipment, Buyer shall submit a PO to Seller and Seller shall confirm or reject a PO. Any preprinted terms and conditions of any PO, or document issued by Buyer that conflicts with, modifies, or restricts these Terms, shall be null and void.

b. Buyer may terminate a PO for convenience by giving notice to Seller. In the event of any such termination, Seller shall be entitled to retain the Deposit and Buyer shall be obligated to pay to Seller all amounts payable to Seller hereunder through the effective date of such termination. In addition if Buyer terminates a PO prior to the Delivery Date, then Buyer shall pay to Seller a termination payment equal to [X%] of any portion of the Purchase Price that will remain unpaid following such termination. Notwithstanding any other provision hereunder, a PO may not be terminated by Buyer ten (10) or less days prior to the Shipment Date, or (ii) if the PO expressly states that it may not be terminated or cancelled. The Parties agree that damages to Seller resulting from terminating a PO would be difficult to ascertain and agree that the liquidated damages provided for in this section are a fair and reasonable estimate of such damages and not a penalty.

3. Delivery and Acceptance of Equipment.

a. Unless otherwise provided in the PO, Seller shall make the Equipment available to Buyer's designated location -FOB (Incoterms 2023) ("Delivery"). Title and risk of loss of any Equipment shall pass from Seller to Buyer at Delivery. All packaging methods and routes of shipment will be selected by Seller. All delivery or shipment dates are estimates only. Seller reserves the right to make deliveries of a PO's Equipment in installments. Any reasonable delay in delivery of any installment of such Equipment will not relieve Buyer of its obligation to pay for the remaining deliveries.
b. Buyer shall have five (5) days following Delivery to inspect the - Equipment ("Inspection Period") and notify Seller that Buyer rejects the Equipment solely because they are damaged, defective, or not conforming in all material respects to the Specifications ("Quarantine Equipment"). Seller shall confirm if the Quarantine Equipment are indeed defective or not conforming in all material respects to the Specifications, upon which the Equipment will become rejected Equipment ("Rejected Equipment"). Buyer also must notify Seller during the Inspection Period if there was an error and the quantity, price or type do not correspond to the shipping invoice or document. If Buyer fails to provide Seller with written notice of its rejection of the Equipment or of such an error within the Inspection Period, such Equipment shall be deemed accepted and such acceptance cannot be withdrawn.
c. If Buyer is unable to accept Delivery of any Equipment by the scheduled Delivery Date for any reason, then Seller may ship the Equipment to a storage facility of Seller's choice and the following shall apply: (i) Delivery shall be deemed to have occurred for all purposes hereunder, including payment obligations of Buyer and commencement of the Inspection Period, upon delivery of the Equipment to such storage facility, (ii) removal from storage and transport of such Equipment shall be Buyer's responsibility at its expense, and (iii) Seller may charge Buyer reasonable additional charges related to such storage and related activities, including, without limitation, preparation for, transportation to and placement into storage, handling, inventorying, intermittent and final inspections, preservation, storage, remediation, removal, railyard fees and taxes.

4. Payment Terms.

a. Unless otherwise provided in the PO, Buyer shall pay a non-refundable deposit equal to 50% of the Purchase Price ("Deposit") within two (2) business days of receiving confirmation of the PO from Seller. Unless otherwise provided in the PO, Seller shall submit an invoice to Buyer for the balance of the Purchase Price prior to Delivery and Buyer shall pay the invoice within five (5) days after the invoice date. Any payments not made by the due date shall bear a late payment charge calculated as 1% of the Purchase Price per month, or the maximum rate permitted by law, whichever is less. Buyer shall make all payments to Seller in U.S. Dollars by wire transfer to a bank account specified by Seller.
b. All payments shall be made without deduction or offset. Return of a portion of a shipment as Rejected Equipment shall not affect or alter Buyer's obligation to pay for the non-rejected portion of such shipment.
c. All prices payable under this Agreement are exclusive of tax. Buyer will pay or reimburse Seller for all value-added, sales, use, property and similar taxes, and all other mandatory payments to government agencies of whatever kind imposed with respect to Equipment or services provided by Seller under this Agreement or with respect to transactions under this Agreement, except taxes imposed on the net income of Seller. If a transaction is exempt from tax, Buyer will provide Seller with a valid exemption certificate or other evidence of such exemption in a form acceptable to Seller.
d. Buyer grants to Seller a security interest in the Equipment, all fixtures arising therefrom or related thereto, and all proceeds thereof (the "Collateral"). Unless otherwise agreed in writing by Seller, the security interest of the Seller in the Collateral shall constitute a first priority security interest and shall be senior to any security interest or lien of any other parties in the Collateral. The Collateral secures all obligations of Buyer to Seller under this Agreement. Seller will retain the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws until payment in full is received for the purchased Equipment. Buyer hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdictions and with any filing offices as the Seller may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Seller in this Agreement. Such financing statements may describe the Collateral in the same manner as described in this Agreement or may contain an indication or description of the Collateral that describes such property in any other manner as Seller may determine, in its sole discretion. Buyer agrees to execute and deliver all documents reasonably requested by Seller to protect and maintain Seller's security interest in the Collateral.

5. Warranties.

a. Buyer acknowledges and agrees that the remedies set forth in the Limited Warranty are the sole and exclusive remedies for all claims following the Inspection Period that are based on any defect, or failure of the Equipment regardless of whether such claim is based on contract, warranty, indemnity, tort, strict liability or otherwise. The Limited Warranty is exclusive and in lieu of all other warranties, conditions and guarantees whether written, oral,

implied or statutory.

b. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE BY SELLER PARTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTIBILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

6. Excused Events.

a. Seller shall not be or be deemed to be in breach of this Agreement to the extent that Seller's performance is delayed or prevented, directly or indirectly, by an any cause beyond its reasonable control, including but not limited to, by armed conflict, riots, acts or threats of terrorism, epidemics, fires, floods, storms, earthquakes, acts of God strikes or labor disturbances, or any acts or omission by any governmental entity, by Buyer or by Buyer's contractors or agents ("Excused Event").

b. Upon the occurrence of an Excused Event, Seller may, in its sole discretion, suspend delivery of any Equipment to Buyer, decline to accept any purchase order from Buyer, extend the Delivery Date by such amount of time lost to the event plus additional time to overcome the event, or deliver to Buyer a short delivery for each purchase order representing a portion of Seller's available inventory or production quantity as determined to be equitable by Seller in its sole discretion. If Buyer is the cause of the delay or prevention of Seller's performance, then Seller shall be entitled to an equitable adjustment in the Purchase Price.

7. Termination.

a. Seller may terminate or suspend its performance under this Agreement for cause if Buyer materially breaches this Agreement and does not immediately cure such breach after notice from Seller of such breach. If Seller has reasonable belief that Buyer may not make payment when due, then Seller may demand Buyer provide adequate assurances of payment and Buyer's failure to provide such adequate assurance shall be a material breach of this Agreement.

b. In the event of termination by Seller pursuant to Section 7.b., Seller may at its option elect the remedies applicable to a termination for convenience by Buyer set forth in this Section 2.b.

c. Either party may terminate this Agreement if the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed; or the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within 30 days thereof, or files a voluntary petition for bankruptcy, or a petition or answer seeking reorganization, becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or seeks to take advantage of any law relating to relief of debtors.

d. Sections 4, 5, 6, 7, 8, 9 and 10, and any other provisions that reasonably should survive to give effect to the intent of the parties, shall survive the expiration or termination of this Agreement.

8. Limitation of Liability.

a. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, DOWNTIME, COSTS, INCREASED OPERATING COSTS, COSTS INCIDENTAL TO REPAIR, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE PROCUREMENT, OR COST OF LOST POWER PRODUCTION THAT ARE INCURRED BY BUYER OR ANY THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

b. SELLER PARTIES' TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE EQUIPMENT, SHALL NOT EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT PURCHASED DURING THE IMMEDIATELY PRECEEDING 12 MONTHS THAT ARE THE SUBJECT OF THE CLAIM.

c. FOR AVOIDANCE OF DOUBT, THE TERM "LIABILITY" AS USED HEREIN SHALL BE INTERPRETED TO INCLUDE, WITHOUT LIMITATION, ALL DAMAGES AND OTHER OBLIGATIONS AND LIABILITIES ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

d. BUYER WAIVES ANY CLAIMS ARISING FROM OR RELATING TO A PARTICULAR PO THAT ARE NOT MADE WITHIN ONE YEAR OF DELIVERY.

e. The parties acknowledge that the limitations of liability in this Section and in the other provisions of this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Seller would not have entered into this Agreement. Seller's pricing reflects this allocation of risk and the limitation of liability specified herein.

9. Confidentiality.

a. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information will include the Terms and pricing under this Agreement and all information clearly identified as confidential or that reasonably should be considered confidential or proprietary. A party's Confidential Information will not include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the disclosing party's Confidential Information.

b. The parties agree to hold each other's Confidential Information in strict confidence during the term of this Agreement and for a period of 3 years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose except to the extent necessary to exercise its rights under this Agreement, and to treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of this Agreement. Each party agrees to limit the disclosure of Confidential Information to those of its employees, agents, and contractors who have a need to know such Confidential Information, and each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents, or contractors in violation of this Agreement. It will not be a breach of this section if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure.

10. Miscellaneous.

a. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

b. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Colorado without giving effect to any choice of law rules. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in the courts in Boulder County, Colorado and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

c. All notices, consents, waivers, and other communications under these Terms must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses or emails set forth on the PO, which may be updated by the parties.

d. If a court determines that any provision of this Agreement (or any portion hereof) is illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and remain in effect according to its stated terms and conditions.

e. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

f. Buyer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or other disposition by Buyer will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

g. Buyer shall install, commission, store, transport, and

handle the Equipment in accordance with the requirements as set forth in the installation manual and other documentation provided by Seller to Buyer.

h. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the Terms of this Agreement will supersede the terms in any Buyer purchase order or other ordering document.