GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (these "Terms") and the non-conflicting provisions in any service contract, statement of work, work order, purchase order (or other similar ordering document) (each, an "Order") quotation, acknowledgement or invoice (collectively, with these Terms the "Agreement") from RMS Energy, LLC a Delaware limited liability company (or such other RMS-affiliated selling entity identified as the contracting seller in the applicable Order or quotation, together with its Affiliates, ("Seller"), govern in all respects the provision of services by Seller ("Services") to the recipient of such Services ("Buyer") as set forth in the applicable Order. By executing or submitting an Order, Buyer expressly agrees to this Agreement. In the event of a conflict between these Terms and an Order or any other ordering document issued by Buyer, these Terms shall prevail unless and to the extent expressly agreed otherwise in writing by Seller.

As used herein, "Affiliate" means, with respect to Seller, any entity that directly or indirectly controls, is controlled by, or is under common control with Seller, where "control" means ownership of more than fifty percent (50%) of the voting equity interests of an entity or the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

1. **Prices and Taxes**. Prices and applicable rates for Services shall be those set forth in a quotation provided by Seller, provided that if Seller commences performance of Services prior to the issuance of a quotation or execution of an Order, Buyer shall be responsible for paying Seller's rates and fees for such Services as reasonably determined by Seller based on the scope of work performed, and such commencement shall not be construed as a waiver of Seller's right to require a duly executed quotation or Order. Seller may accept or reject Orders in its sole discretion and Buyer must accept quotations executed or acknowledged by Seller prior to the expiration date indicated on such quotation; provided, that unless otherwise specified therein, quotations shall remain valid for thirty (30) days from the date of issuance or until Seller commences work under the applicable Order, whichever occurs first. Buyer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind ("Taxes") imposed by any federal, state, or local governmental entity on any amounts payable by Buyer hereunder. If a quotation or Order identifies a deposit, such deposit shall be due and payable in full before Seller has any obligation to commence work, procure materials, reserve service capacity, mobilize, or otherwise provide Services, and Seller shall have no obligation to incur any procurement or other costs in advance of Seller's receipt of any required deposit. Seller's prices are based on costs, tariffs, duties, and other charges in effect as of the date Seller establishes its pricing. Seller may increase the price of any Services, notwithstanding the issuance of any Order, quotation, or acceptance thereof, to pass through to Buyer the amount of any new or increased tariffs, duties, customs charges, import or export charges, or other governmental assessments imposed or increased after such date, as well as any material increase in the cost of commodities, raw materials, components, freight, transportation, labor, or other third-party costs outside of Seller's reasonable control. Seller shall provide Buyer with reasonably prompt written notice of any such price adjustment, and Buyer shall remain obligated to pay the adjusted price for the applicable Services. Services may be priced on a time-and-materials, cost-plus, unit-rate, estimated-cost, or similar variable basis. Unless the applicable quotation or Order expressly identifies the price as a fixed price, any estimate or quoted amount is not a guaranteed maximum price, and Buyer remains responsible for the actual charges incurred in accordance with the applicable rates or pricing methodology.

2. **Prevailing Wage; Regulatory Labor Requirements**. Buyer shall disclose to Seller, prior to Seller's issuance of any quotation, all applicable prevailing-wage, Davis-Bacon Act, Inflation Reduction Act, certified-payroll, apprenticeship, labor-compliance, or similar governmental requirements applicable to the Services to be provided (collectively, "Labor Compliance Requirements"). Seller's pricing is based solely on the Labor Compliance Requirements, if any, disclosed by Buyer at the time of quotation. If Buyer fails to disclose applicable Labor Compliance Requirements, or if any Labor Compliance Requirements are imposed or modified after the date of Seller's quotation, and such requirements increase Seller's costs of performance, Seller may charge Buyer for the resulting additional labor, administrative, compliance, and other costs, and Seller shall be entitled to a corresponding equitable adjustment to the applicable schedule.

3. **Payment Terms**. Except as otherwise expressly stated in an Order executed or accepted by Seller, the terms of payment are net 30 days from date of the applicable invoice, subject to Seller's review and approval of Buyer's credit. All prices are quoted, and must be paid, in United States dollars, or as otherwise specified on the quotation. Unless otherwise directed by Seller, payments must be made by credit card, check, or ACH. In the event that undisputed payments are not properly received by Seller in accordance with this Section 3, Seller may: (a) charge interest on any such unpaid amounts at a rate of 1½% per month, or the maximum amount permitted by law; and (b) suspend performance for all Services until payment has been made in full, in which event Seller shall be entitled to a reasonable adjustment to the schedule and to recover its resulting demobilization, remobilization, standby, and similar costs, and resumed Services shall be subject to Seller's then-current availability. Buyer shall be liable and reimburse Seller for all reasonable costs of collection, including, without limitation, applicable attorneys' and collection agency fees.

4. **Cooperation; Inspection and Acceptance (Services)**. Buyer shall: (a) cooperate with Seller in all matters reasonably relating to the provision of Services hereunder; (b) provide Seller with access to Buyer's premises as requested by Seller; (c) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the Agreement; (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to Services prior to the date upon which Services are rendered. If Seller's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. With respect to any Deliverables (as defined herein) delivered or Services performed under the Agreement, Buyer shall have 14 calendar days to inspect Deliverables or Services after performance is complete (the "Services Inspection Period"). If Buyer elects not to accept a Deliverable or any Services during the Services Inspection Period, Buyer must provide written notice to Seller, which notice must specify in reasonable detail the reasons that Buyer believes that Deliverables and/or Services fail to meet the requirements in the Agreement. Within 14 calendar days of receipt of such notice and confirmation by Seller of the nonconformance of any Deliverables and/or Services, or as soon as commercially practicable, Seller will commence correction of such Deliverables and/or Services and thereafter diligently pursue completion, and re-submit Deliverables or re-perform Services for Buyer's review and acceptance. Buyer will be deemed to have accepted the corrected Deliverables or Services upon the first to occur of (i) the passage of 7 calendar days following the date on which Seller notifies Buyer in writing that Deliverables and/or Services have been corrected without Seller's receipt of notice of non-acceptance by Buyer, or (ii) use by Buyer of the corrected Deliverables and/or Services. Acceptance by Buyer shall not be unreasonably withheld.

5. **Change Orders**. If either party requests a change in any of the specifications, requirements, customizations, Deliverables, or Services described in the applicable Order, the party seeking the change shall propose the applicable changes by written notice. Seller will prepare a change order describing the proposed changes to the applicable Order and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, the Agreement.

Notwithstanding the foregoing, a Change Order shall be deemed effective upon Seller's commencement of the work described therein, regardless of whether such Change Order has been fully executed by both parties. If Seller commences work reflecting a proposed change prior to the execution of a formal Change Order, Buyer shall be responsible for paying Seller's standard rates and fees for such work, and Seller's commencement of such work shall not be construed as a waiver of Seller's right to a duly executed Change Order or any of Seller's other rights under this Agreement.

6. **Customer-Caused Delay; Suspension**. If Buyer delays, suspends, interferes with, or otherwise prevents Seller's performance under the Agreement, Seller shall be entitled to an equitable adjustment to the schedule and price, including, without limitation, compensation for remobilization and demobilization costs, storage costs, labor inefficiency, cost escalation, and any other costs or expenses resulting from such delay, suspension, interference, or prevention. Any revised schedule following a suspension or delay caused by Buyer shall be subject to Seller's then-current availability at the time performance resumes, and Seller shall have no obligation to resume performance in accordance with the original schedule.

Quoted or estimated mobilization, start, completion, and other performance dates are estimates only and are not guaranteed unless Seller has expressly agreed in writing that a specific date is firm. Seller shall be entitled to a reasonable adjustment to the schedule and to recover its resulting additional costs to the extent any delay or disruption results from Buyer's readiness, site access, outage scheduling, equipment availability, preceding trades, staffing, the performance of other third parties, changed site conditions, rescheduling, or other circumstances outside Seller's reasonable control.

7. **Ownership Rights; Deliverables (Services)**. Seller, including its Affiliates, (or its third-party licensors, as applicable) is and shall at all times remain the sole and exclusive owner of all rights, title, and interest in and to all copyrights, moral rights, patents, inventions, ideas, concepts, know-how, trade secrets, methods, techniques and technical data, engineering, sketches, models, data, software, codes, analytics, processes, formulae, dossiers, descriptions, specifications, documentation and any other intellectual property rights (and all associated goodwill), and any enhancements, derivations or modifications to any of the foregoing ("Intellectual Property") owned, licensed or developed by Seller or its third-party licensors at any time, including in connection with this Agreement. Buyer shall remain the owner of all Intellectual Property rights of Buyer existing prior to the effective date of this Agreement or independently of this Agreement and any Buyer-provided materials or specifications ("Buyer IP"). To the extent Seller provides or develops any deliverables, work product or similar materials ("Deliverables") on behalf of Buyer under this Agreement or any Order, Seller shall be the sole and exclusive owner of such Deliverables and all Intellectual Property rights therein (except to the extent any Buyer IP is incorporated therein). Subject to Buyer's full satisfaction of its payment obligations hereunder, Seller hereby grants to Buyer a perpetual, non-exclusive, limited, non-transferable and non-sublicensable license to use the Deliverables for its internal business purposes in accordance with this Agreement. Buyer hereby grants to Seller a non-exclusive, limited, royalty-free license to use Buyer IP in connection with this Agreement, including providing the Services and Deliverables hereunder.

8. **Warranties; Disclaimers**.

(a) Seller Warranty. Seller warrants that it has the right to enter into this Agreement and deliver the Services to Buyer under this Agreement. Seller represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement. Seller further warrants that Services shall be free from defects in workmanship and performed in

accordance with this Agreement. Such warranty shall remain in effect for a period of one (1) year following completion of the applicable Services, during which time Seller shall, at its sole cost and expense, promptly repair, replace, or re-perform any defective Services upon Buyer's notice.

(b) Buyer Warranty. Buyer warrants to Seller that (i) it has all necessary rights, permissions and authorizations to enter into this Agreement and provide any Buyer IP or other Buyer-provided materials to Seller hereunder, and (ii) all Buyer IP and Buyer-provided materials shall comply with applicable laws and shall not infringe or misappropriate the intellectual property rights of a third party.

(c) Buyer Acknowledgments. Buyer is solely responsible for determining the fitness and suitability of Deliverables for the use contemplated by Buyer. Buyer shall ensure that (i) the Deliverables are used only for the purposes and in the manner for which they were designed and supplied, (ii) all persons likely to use or come into contact with the Deliverables receive appropriate training and copies of applicable instructions and documentation supplied by Seller, (iii) all third parties who use or may be affected by or rely upon the Deliverables are given full and clear warning of any hazards associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with, and (iv) any warning notices displayed on the Deliverables are not removed or obscured. Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Deliverables.

THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES IN CONNECTION WITH THIS AGREEMENT, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INFRINGEMENT; TITLE, NONCONFORMITIES, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES AND DELIVERABLES ARE PROVIDED AS-IS AND WITH ALL FAULTS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED IN THIS SECTION 8 ARE BUYER'S SOLE REMEDIES FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO SERVICES. All warranty claims must be submitted to Seller on or before the end of the applicable warranty period for processing by Seller.

(d) Customer Indemnity. Buyer shall indemnify, defend, and hold harmless Seller, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any specifications, designs, data, materials, or intellectual property provided by Buyer to Seller; (b) Buyer's misuse, modification, or unauthorized use of any Deliverables; (c) Buyer's negligence or willful misconduct; or (d) Buyer's breach of applicable law or of this Agreement. This indemnification obligation is in addition to, and shall not limit, any of Seller's rights or protections under this Agreement, including the limitations of liability set forth in Section 9.

9. **Limitation of Liability**. To the extent permitted by law, Seller's total aggregate liability under the Agreement, under any theory of liability (including without limitation negligence, breach of contract, indemnification or strict liability), shall not exceed: the value of the specific, related Purchase Order ("PO") giving rise to liability hereunder, specifically the amounts paid by Buyer to Seller under such PO for the Services giving rise to the claim. In no event shall Seller's liability extend to or be measured by the value of this Agreement as a whole or any other Order or PO. Under no circumstances shall Seller be liable for any special, incidental, indirect, punitive or consequential damages, including without limitation, loss of profits; business or reputation, business interruption or loss of use, or data under any theory of liability and whether or not Seller was advised of the possibility of such damages. Any action arising under or relating to the Agreement, (under any theory of liability), must be commenced within one year after the date of performance of the applicable Services. Seller has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Buyer and Seller and form a basis of this bargain between the parties.

10. **Excused Performance**. Neither party shall be considered in default of its performance of any obligation under the Agreement (other than an obligation to make any payment due under the Agreement) to the extent that performance of such obligation is prevented or delayed by acts of God; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; epidemics, pandemics, COVID-19 or other public health emergencies, and any quarantines or governmental restrictions related thereto; supply-chain disruptions, shortages, or transportation disruptions; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities, materials, labor, or transportation; or any other events or causes beyond Seller's reasonable control or other cause beyond such party's reasonable control, (each, a "Force Majeure Event"). Performance of Services may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of a Force Majeure Event, but the remainder of the Agreement will otherwise remain unaffected as a result of the Force Majeure Event. For the avoidance of doubt, if a Force Majeure Event prevents Seller from conducting a site visit to Buyer's premises or from otherwise obtaining any requested information under Section 4 herein, any corresponding delays in performance by Seller shall be excused under this Section 10 and shall not constitute a breach of the Agreement. Any corresponding shifts in dates of delivery or performance of Services resulting from a Force Majeure Event shall entitle Seller to a reasonable extension of time to perform, and, at Seller's option, may be reflected in a duly executed Change Order, as specified in Section 5 herein.

11. **Confidential Information**. Each party hereto may be given access to non-public, confidential or proprietary information, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information") from the other party in order to perform its obligations under the Agreement. Confidential Information shall not include information that is or becomes publicly known other than through any act or omission of the receiving party; was in the receiving party's lawful possession before the disclosure by the disclosing party; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; is independently developed by the receiving party without reference to the disclosing party's Confidential Information, which independent development can be shown by written evidence; or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. The receiving party shall hold the disclosing party's Confidential Information in strict confidence and, unless required by law or following written consent from the disclosing party, not make the disclosing party's Confidential Information available to any third party. If the receiving party is required by law, rule, or regulation to disclose any of the disclosing party's Confidential Information, the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt written notice of each such request and reasonably cooperate with the disclosing party's efforts to seek an appropriate protective order or waive compliance with the provisions of the Agreement or both. This Section 11 shall survive termination of the Agreement. Within ten (10) days following termination of the Agreement, the receiving party shall deliver or destroy any copies of the disclosing party's Confidential Information in written or other tangible or intangible form along with any copies, reproductions, and summaries thereof, together with a certificate executed by the receiving party certifying the delivery or destruction of all such materials.

12. **Termination**. In addition to any remedies that may be provided under the Agreement, Seller may terminate the Agreement or any Order hereunder with immediate effect upon written notice to Buyer if Buyer: (a) fails to pay any undisputed amount when due under the Agreement; (b) has not otherwise performed or complied with any of the terms of the Agreement, in whole or in part, and does not remedy such noncompliance within 30 days of written notice from Seller detailing the noncompliance; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. **Upstream Payment Remedies**. To the extent RMS is performing Services as a subcontractor or in connection with a project involving an owner, general contractor, construction manager, or other upstream party, and to the extent permitted by applicable law and the applicable project arrangements, Seller reserves the right to communicate directly with such upstream party regarding any amounts unpaid by Buyer, and to pursue any lien, bond, stop-work, payment, or other contractual or statutory remedies available to Seller under applicable law or the applicable project documents. Nothing in this Section shall be construed to grant Seller an unrestricted right to circumvent Buyer, and Seller shall provide Buyer with reasonably prompt notice before exercising such rights where practicable under the circumstances.

14. **Safety Incident; Regulatory Disclosure**. In the event of a safety incident relating to any Products or Services provided by Seller, Seller shall have a right of first refusal and/or the right to review and edit any information relating to Seller's jobs prior to disclosure of such information to any regulatory or governmental body. Buyer shall notify Seller promptly, and in any event prior to making any such anticipated disclosure, of any request or requirement to disclose such information so that Seller may exercise its rights under this Section.

15. **Assignment; Change of Control**. Seller may assign, transfer, or delegate this Agreement or any Order, in whole or in part, without Buyer's consent, including in connection with a merger, reorganization, consolidation, or sale of all or substantially all of the assets or equity of Seller to which this Agreement relates. Buyer shall not assign, transfer, or delegate this Agreement or any Order, nor permit any change of control affecting Buyer's obligations under this Agreement, without Seller's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment, transfer, delegation, or change of control in violation of this Section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

16. **Dispute Resolution**. In the event a claim, dispute or controversy arises out of or in connection with the Agreement, the parties agree to attempt to resolve the claim, dispute, or controversy by conducting good faith negotiations. If the parties are unable to settle the matter between themselves within 30 days, the dispute shall thereafter be resolved by binding arbitration administered by JAMS pursuant to its then-current Comprehensive Arbitration Rules and Procedures. The arbitration will be conducted in English at a mutually agreed upon location in the State of Delaware. The parties hereby waive any claim of forum non conveniens. Notwithstanding any provision of the Agreement relating to which state laws govern the Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration.

17. **General Provisions**. The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. Seller's quotations are offers that may only be accepted in full. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the Agreement, and no modification or objection shall be caused by Seller's receipt, acknowledgment, or acceptance of Orders, shipping

instruction forms, or other documentation containing different or additional terms to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. By submitting an Order for Services, Buyer consents to do business and receive communications, receipts and notices from Seller in connection with this Agreement electronically, at Seller's option. If Buyer gives Seller an incorrect email address or fails to update or correct Buyer's email address, an electronic communication or notice will be deemed provided to Buyer if Seller uses the email address in Seller's records for the electronic communication or notice. Nothing in the Agreement confers upon any person other than Seller and Buyer any right or remedy under or by reason of this Agreement. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions or your actual state or country of residence. Seller and Buyer irrevocably agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Delaware.