

QUOTE BASED SERVICES TERMS AND CONDITIONS

These Quote Based Services Terms and Conditions (these “**Terms and Conditions**” and together with the Quote that is hereby incorporated by this reference, collectively, this “**Agreement**”) create a binding agreement between Mesa Natural Gas Solutions, LLC, a Delaware limited liability company (“**Mesa**”) and the Customer identified on the Quote. BY AGREEING TO A QUOTE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Quote and those certain terms are defined as set forth below:

“**Callout Services**” means those all services, materials, and replacement parts provided by Mesa other than PM Services, including, but not limited to diagnostic services, repairs, or other Equipment overhauls.

“**Commissioning Services**” means those services for the commissioning or implementation of any Equipment.

“**Completed Services**” means Ordered Services and any other Services that have been performed by Mesa or a Service Technician and completed to the full satisfaction of Mesa.

“**Equipment**” means the applicable Mesa generator sets or engines set forth in the Quote.

“**Field Services**” means any Services performed by Mesa at a Customer Location.

“**Logistics Services**” means any shipping and transportation services that may be provided by Mesa (or a third party contracted by Mesa) to Customer for relocation of Equipment.

“**Ordered Services**” means those Services ordered by Customer as set forth in the Quote.

“**PM Services**” means those services, materials and replacement parts that are considered standard preventative maintenance measures and procedures as may be recommended by Mesa for optimal performance of the Equipment. A sample schedule of PM Services for the Equipment is available upon request by Customer, which such PM Services schedule is subject to update from time to time in the sole discretion of Mesa.

“**Quote**” means the applicable Quote for Services to which these Terms and Conditions relate.

“**Quote Date**” means the quote date reflected on the Quote.

“**Services**” means collectively, the Commissioning Services, the PM Services, the Callout Services, the Logistics Services, the Training Services and any other services that may be offered by Mesa pursuant to a Quote.

“**Service Technician**” means any trained and qualified employee, contractor, agent or other representative of Mesa that performs the Services hereunder.

“**Shop Services**” means any Services performed by Mesa at a Service Center.

“**Training Services**” means those services provided by Mesa to train employees and other technicians of Customer to use, operate, repair, and/or maintain certain components of the Equipment.

2. **Ordered Services.** Subject to the terms and conditions of this Agreement, Mesa shall provide the Ordered Services to Customer.

3. **Quote Process.** Customer shall contact Mesa directly to with any requests for Services. Upon Mesa’s receipt of a request for Services from Customer, Mesa shall prepare and deliver a Quote for such Services to Customer. To engage Mesa for any Services Customer must accept and deliver an executed Quote to Mesa prior to the termination of any such Quote (“**Accepted Quote**”). Upon Mesa’s receipt of an Accepted Quote, Mesa shall use its commercially reasonable efforts to promptly schedule the Ordered Services based on Mesa’s then current service schedule and availability of Service Technicians.

4. **Replacement Parts.** If Customer is not party to a sales agreement or other agreement with Mesa for Customer’s purchase of original equipment manufacturer replacement and spare parts (“**Replacement Parts**”) to service and maintain any of the Equipment, Mesa shall make available for purchase by Customer Replacement Parts under a Quote at the then current prices pursuant to the terms and conditions herein. The availability of Replacement Parts is subject to current manufacturing demand and economic conditions of Mesa and availability of specific Replacement Parts is limited to those part in current manufacture by Mesa or its suppliers. Mesa shall ship and deliver all Replacement Parts to Customer at the destination designated by Customer by common carrier air freight. Title and risk of loss to all Replacement Parts ordered under this Agreement passes to Customer upon Mesa’s delivery of the Replacement Parts to the carrier for air freight transportation.

5. **Training Services.** Mesa shall make available for purchase by Customer Training Services under a Quote pursuant to the terms and conditions herein.

6. **Services Location.** Except for the Training Services, the Ordered Services are available at either (i) one of Mesa’s service centers (each, a “**Service Center**” and collectively, “**Service Centers**”), or (ii) at a premises of the Customer where the Equipment is located (“**Customer Location**”) upon the mutual agreement of the Parties as set forth in the Quote.

(a) **Service Center.** Mesa shall use its commercially reasonable efforts to schedule and perform any Ordered Services that are Shop Services at the Service Center closest to the location of Customer’s Equipment; provided, however, that Mesa may utilize any of its Service Centers that have capacity and availability to perform such Ordered Services. Customer at its sole cost, expense and risk of loss shall be responsible for all transportation, loading and handling of any Equipment to the designated Service Center and from the designated Service Center to Customer upon completion of the Ordered Services. Within five days after Mesa’s notification to Customer that any Shop Services are completed (the “**Shop Services Storage Period**”), Customer shall either make arrangements (i) with Mesa for the delivery of the Equipment to a Customer Location, or (ii) pick the Equipment from the Service Center. If Customer fails to arrange for shipment and delivery of any Equipment before the Shop Services Storage Period expires, Mesa at its sole discretion may ship and deliver such Equipment to a third party storage facility for storage at the sole cost and expense of Customer until such time that Customer arranges for shipment and delivery of such Equipment in accordance with this Section. For avoidance of doubt, whether Mesa ships and delivers to a Customer Location or to a third-party storage facility or makes available for pick up the Equipment, in all cases, title and risk of loss shall pass to Customer EXW (Incoterms 2020 as published by the International Chamber of Commerce). Mesa does not provide specialized packaging unless specifically requested and paid for by Customer at its sole cost and expense.

(b) **Customer Location.** For the performance of Field Services, Mesa shall use its commercially reasonable efforts to schedule and dispatch Service Technicians from the Service Center closest to the Customer Location; provided, however, that Mesa may utilize and of its Service Technicians that have capacity and availability to perform such Ordered Services.

7. **Logistics Services.** For any Ordered Services that are Logistics Services all risk of loss during the provision of such Logistics Services shall be solely borne by Customer. At the request and sole cost and expense of Customer Mesa shall procure insurance covering risk of loss during the provision of any Logistics Services by a third party service provider.

8. **Limitation of Services.**

(a) **Time.** Shop Services shall only be available during Mesa’s regular business hours, Monday through Friday, excluding federal holidays and other holidays recognized by Mesa, from 7:00 AM – 4:00 PM local time.

(b) **Location.** Unless expressly agreed otherwise by Mesa in any Quote, PM Services and Callout Services are only available on Equipment at a Customer Location within a 200-mile radius of a Service Center.

(c) **Stop Work Authority.** Customer shall ensure: (i) that the Equipment at the Customer Location is easily accessible and in close proximity to any necessary electrical or gas connections; and (ii) the Customer Location is safe, free from excess water (including, but not limited to, flooding, standing water, or other water obstructions), free from electrical hazards and reasonably suitable for the performance of the Ordered Services (collectively, the “**Work-Site Conditions**”). Mesa in its sole discretion shall determine if the Work-Site Conditions have been met to its reasonable satisfaction. If Mesa or any Service Technician determines that the Work-Site Conditions are unsatisfactory then all performance of the Ordered Services shall be delayed or immediately stopped until Customer remediates any such unsatisfactory Work-Site Conditions (a “**Stop Work Order**”). If such Work-Site Conditions remediation does not occur within [two] hours, the Service Technician may depart from the Customer Location and such Ordered Services shall only be rescheduled such unsatisfactory Work-Site Conditions are fully remediated to Mesa’s sole satisfaction. Customer shall be responsible for all expenses incurred by Mesa and any Service Fees associated with any partial performance or no performance of the Ordered Services as a result of a Stop Work Order.

9. **Service Defects.** Except for the Training Services, the Completed Services are subject to Customer’s inspection and approval or rejection. Within two business days: (a) following the date when Mesa finalized the Completed Services at the Customer Location; and (b) following the date of Customer’s receipt of the Equipment subject to the Complete Services from the Service Center (collectively, the “**Inspection Period**”), Customer may report to Mesa any Completed Services that which contain any service defects or other damage, where such non-conformities originated during Mesa’s performance of the Ordered Services pursuant to the terms and conditions of this Agreement (“**Service Defects**”). Customer shall be deemed to have accepted the Completed Services if Customer does not reject such Completed Services within the Inspection Period. If Customer rejects any Completed Services on the basis of Service Defects pursuant to the terms and conditions herein, Mesa may elect, in Mesa’s sole discretion, to either: (i) to remediate such Service Defects or reperform the applicable Ordered Services as necessary to for Mesa to fully perform such Ordered Services as determined by Mesa in its sole discretion; or (ii) to reimburse Customer for the cost of the Completed Services containing such Service Defects (not including shipping or other costs).

10. **Service Report.** Following Mesa’s performance of the Completed Services (excluding Training Services), Mesa shall deliver to Customer a written report detailing, the Services performed, issues and conditions identified and repaired that were not included in the Quote, and any further service recommendations of Mesa.

11. **Invoices.**

(a) **Invoices.** Following Mesa’s performance of the Completed Services, Mesa shall deliver to Customer an invoice detailing, the Services Performed with a breakdown between material and labor costs (each, an “**Invoice**”).

(b) **Invoice Disputes.** On the date that is 10 days following Customer’s receipt of any Invoice, such Invoice shall be deemed final and binding upon the Parties and Customer shall not be permitted to dispute any Invoices after such date (the “**Dispute Period**”). Notwithstanding the foregoing, Mesa may alter, amend or correct any Invoices at any time. For Customer to dispute any Invoice it must pay such invoice in full and provide written notice to Mesa prior to the end of the Dispute Period which sets forth in reasonable detail Customer’s basis for such dispute (a “**Dispute Notice**”). Within 30 days of Mesa’s receipt of a Dispute Notice, it shall review and evaluate the Dispute Notice and make a final determination as to whether adjustments to such disputed Invoice shall be made, and such determination shall be binding upon the Parties.

[Exhibit A to Quote]

12. Service Fees and Payment Terms.

(a) Service Fees and Payment Terms. The fees payable for Completed Services shall be based upon Mesa's then current pricing for the Services on the date of Mesa's performance of the Completed Services ("Service Fees"). There shall be a two hour minimum labor charge for all Completed Services. The Service Fees are subject to update and modification by Mesa in its sole discretion. All Service Fees due pursuant to any Invoice shall be due and payable by Customer immediately upon receipt of such Invoice. All payments and other financial requirements hereunder shall be in U.S. Dollars.

(b) Training Services. The Service Fees for any Training Services shall be due and payable in full by Customer prior to the performance of any Training Services by Mesa. Any Service Fees prepaid by Customer are partially refundable in the amount of 50% of such Service Fees if Customer cancels the Ordered Services greater than two weeks prior to the scheduled date of such Training Services. All other prepaid Service Fees for Training Services are non-refundable.

13. Taxes. Customer shall be responsible to pay (and Mesa shall be responsible to remit) any sales, use, excise, bulk sales, property and other taxes based on the performance of the Completed Services provided to Customer.

14. Indemnification and Limitation of Liability.

(a) Indemnification. Customer shall release, protect, indemnify, and hold harmless Mesa, its affiliates, and their respective officers, directors, managers, equity holders, employees, contracts, successors and permitted assigns and other representatives from and against all losses, costs, expenses, liabilities, damages, fines, and penalties, including court costs, reasonable attorneys' and professionals' fees and expenses, and other litigation or settlement expenses ("Losses") sustained or incurred by such parties, including in connection with any third party claims, to the extent such Losses arise out of: (i) any bodily injury or property damages directly or indirectly caused by Customer, its affiliates or their respective officers, directors, managers, equity holders, employees, contractors, agents, or other representatives ("Customer's Representatives") in connection with (A) the handling, transportation, storage, or use or operation of the Equipment, and (B) any Service Technician's performance of the Services hereunder; (ii) any negligent or wrongful act or omission of Customer or Customer's Representatives; (iii) any violation of applicable law by Customer or Customer's Representatives; and (iv) any breach by Customer of any of its obligations hereunder, except in each case, to the extent such Losses are caused by the fraud, gross negligence, or willful misconduct of Mesa. For a period of three months following the date of Mesa's performance of the Completed Services, Mesa shall release, protect, indemnify, and hold harmless Customer and Customer's Representatives from and against all Losses sustained or incurred by such parties, including in connection with any third party claims, to the extent such Losses arise out of: (i) any bodily injury or property damages directly caused by Mesa or any Service Technician in connection with any Service Technician's performance of the Services hereunder.

(b) Limitation of Liability. Mesa nor its affiliates or their respective officers, directors, managers, employees, equity holders, agents, contractors, successors and permitted assigns or other representatives shall be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not it was advised of the possibility of such damages, and (iii) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. The foregoing indemnification obligations of this Section shall apply regardless of the amount of insurance coverage held by Customer, including any such coverage under any workers' compensation act, disability act, or other employee benefit act, or any other applicable law that would limit the amount or type of damages, compensation, or benefits payable by or for Customer, and shall be both independent of and not limited by or to any insurance carried or provided by Customer. EXCEPT FOR INSTANCES OF FRAUD, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, MESA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO MESA BY CUSTOMER PURSUANT TO THIS AGREEMENT. Without limiting the generality of the foregoing, Customer assumes all risk and liability for the operational results obtained by Customer from Mesa's performance of the Services in the practice of any process, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by Mesa, by way of technical advice or otherwise, related to the use of any Engines.

15. Limited Service Warranty.

(a) Limited Service Warranty. Except for Training Services, for 30 days following Mesa's performance of the Completed Services (the "Warranty Period"), Mesa represents and warrants to Customer that the Services provided hereunder shall be performed: (i) by qualified Service Technicians in a professional and workmanlike manner in accordance with the terms and conditions of this Agreement; and (ii) in accordance with any applicable commercial standards generally observed for similar services (the "Limited Warranty").

(b) Disclaimers. Except for the Limited Warranty, Mesa makes no warranty whatsoever with respect to the Services, including any (i) warranty of merchantability, or (ii) warranty of fitness for a particular purpose; whether arising by law, course of dealing, course of performance, usage of trade, or otherwise. Customer acknowledges that it has not relied upon any representation or warranty made by Mesa, its affiliates, representatives, employees, contractors or agents.

(c) Exclusive Remedy. Mesa's sole and exclusive liability and Customer's sole and exclusive remedy for Mesa's breach of the Limited Warranty shall be the reperformance of the portion of the Completed Services which caused a breach of the Limited Warranty. The Limited Warranty shall only be valid during the Limited Warranty Period.

16. Notices. All notices and other communications to a Party hereunder shall be in writing (including email or similar writing) given to the addresses listed on the Quote and shall be effective upon delivery.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Delaware without regard to its principles of conflicts of laws. Each of the Parties irrevocably consents to the exclusive jurisdiction of, and venue in, the state courts located in Wilmington, Delaware (or in the event of exclusive federal jurisdiction, the federal courts located in Wilmington, Delaware), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such persons.

18. Interpretation. In this Agreement: (a) the singular includes the plural and *vice versa*; (b) reference to any document, law, or standard means such document, law, or standard as amended from time to time; (c) "include" or "including" means including without limiting the generality of any description preceding such term; (d) the term "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; (e) the phrase "this Agreement" and the terms "hereof," "herein," "hereby," "hereunder" and derivatives or similar words refer to this entire Agreement; and (f) headings are for convenience only and do not constitute a part of this Agreement.

19. Entire Agreement. This Agreement constitutes and contains the entire agreement between the Parties and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the Parties, whether written or oral, respecting the subject matter hereof.

20. Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any Party without the prior written consent of the other Party; provided, however, that Mesa shall be permitted, without the consent of Customer, to (a) assign any or all of its rights hereunder to one or more of its Affiliates, and (b) assign this Agreement to a subsequent purchaser of all or a substantial portion of the equity or assets of Mesa or other successor entity in the event of Mesa's merger, spin-off, consolidation or other reorganization.

21. Waiver and Amendment. Any provision of this Agreement may be amended, waived or modified at any time only by a duly executed written agreement of the Parties.

22. Severability. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable the Parties agree to replace such illegal, invalid or unenforceable provision with a provision that is legal, valid and enforceable that achieves the original intent of the Parties as closely as possible. Further, should any provision contained in this Agreement ever be reformed or rewritten by any governmental authority of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all Parties.

23. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will be deemed to be one and the same agreement. Counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.