

Ledger 8760, Inc.

Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”), effective as of April 15, 2021 (the “**Effective Date**”), is by and between Ledger 8760, Inc., a Delaware corporation with offices located at 401 S. Curry Street, Carson City, NV 89703 (“**Provider**”), and Washoe County, Nevada, a municipal corporation with offices located at 1001 E 9th St. Reno, NV 89512 (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, including, without limitation, Customer’s meter data and other energy data related to Customer’s facilities located in the State of Nevada.

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(e) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

(f) “**Services**” means the software-as-a-service offering described in **Exhibit A**.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer’s or any Authorized User’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization,

liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide 30 days written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(g) Audit Right. Provider or its nominee (including its accountants and auditors) may, on reasonable request, inspect and audit Customer's use of the Services under this Agreement at any time during the Term. Customer shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Provider with respect to such audit.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Support. The access rights granted hereunder entitle Customer to the support services described on **Exhibit A**.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees (“**Fees**”) as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars within 15 days of receiving Provider’s invoice. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments, including attorneys’ fees, court costs, and collection agency fees; and (ii) if such failure continues for five (5) days or more, Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without reference to or use of the disclosing Party’s Confidential Information. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(i) Without limiting Provider's obligations in the Agreement, Provider shall at all times have implemented administrative, physical and technical safeguards to preserve and protect the security, integrity, availability and confidentiality of Customer Data and to protect Customer Data against accidental or unlawful destruction, loss, misuse, alteration or unauthorized disclosure or access in accordance with industry best practices. Such measures (i) will be continually reviewed and updated to ensure ongoing compliance no less rigorous than industry practices, and (ii) must ensure a level of security appropriate to the risks represented by the processing and the nature of the Customer Data to be protected.

(ii) Compliance with Privacy Laws. Provider shall (i) comply with all applicable Privacy Laws with respect to the processing of personal information, the personal information and any services related to this Agreement and (ii) provide Customer with all assistance as Customer may reasonably require to comply with applicable Privacy Laws. For the avoidance of doubt, nothing within this Agreement relieves Provider of its own direct obligations and liabilities under applicable Privacy Laws. **"Privacy Laws"** means applicable laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, processing, privacy, security, protection, transfer or trans-border data flow of personal data, personally-identifiable information or customer information, or (ii) electronic data privacy; whether such laws are in place as of the effective date of the Agreement or come into effect during the Term. **For avoidance of doubt, Privacy Laws include the EU General Data Protection Regulation 2016/679 and California Consumer Protection Act of 2018 only to the extent that Provider, Provider's performance of any services, the Personal Information and/or the Provider's processing of the Personal Information is subject to applicable GDPR or CCPA requirements.**

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Funding Out Clause. The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the County.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data,

software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for thirty six (36) months from such date (the "**Initial Term**"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Service Level Review. The Parties agree to meet annually to review the service level provided under this agreement, and either party may suggest modifications thereto.

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(iv) as provided in Section 12(a).

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 11(d) and 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire

agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond one Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a

mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

[Signature page follows]

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Ledger 8760, Inc.

Washoe County, Nevada.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved

By: _____

EXHIBIT A

Scope of Work

3.1 Technology Capabilities

3.1.1 Meter Data Tracking and Display

- Ledger technology currently tracks and displays customer meter data by collecting data points at hourly or 15-minute intervals and displaying this data from an hourly view. Meter points are collected at the whole-building level (electricity, gas, water, and associated emissions).\
- Ledger tracks hourly energy output and associated emissions for all resources consumed by a customer, including Solar PV, wind, and energy storage as applicable. *Please see Appendix Attachment B, Ledger Ecosystem Overview*

3.1.2 Energy Data Inputs

- The Ledger system is capable of interfacing with utility data or remotely readable meters to collect interval data using industry standard communication protocols. During Phase I, Ledger will commence manual data collection by acquiring all available meter interval data from the County's energy provider. Ledger will immediately begin negotiations with meter owners jointly with the County beginning in Phase I. During Phase V, Ledger will phase in direct data collection from remotely readable meters using industry standard communication protocols as permitted by meter owners.
- Ledger is capable of uploading and storing all historical data that the County is able to provide, including baseline data from any number of facilities going back to any desired date, as available.
- County data, trended at short intervals (e.g., 15-min or day), will be available in standard spreadsheet formats, and graphically visualized as required (standard visualization is at hourly periodicity). Ledger will store all data until the County achieves its greenhouse gas emissions goals, or until the end of the service period. Upon the conclusion of the service period, the County will receive a copy of all stored data in Excel or CSV format.

3.1.3 Data Quality Checking

- Ledger datasets currently enable detection of gaps, spikes, flat-lines, and any other anomalies. Ledger currently notifies customers and corrects anomalies once the source of the data aberration is verified with the customer.
- Customizable notification schemes for data quality alerting will be available during Phase IV.

3.1.4 Energy Costs Tracking

- Ledger Energy Profile GraphTM and Financial Tools calculate and provide real-time visualizations of current and historic energy costs. Ledger estimates blended rates, unbundled costs (at option of customer), time of use, and PPA rates in its Energy Profile GraphTM and reporting system on a \$/kWh basis.

3.1.5 Energy Unit Conversion

- During Phase IV, Ledger will meet with the County to integrate and display normalized data (e.g. heating/cooling days, humidity, head count, building area, etc.) to meet County analytic needs.
- Ledger currently converts, displays, and reports energy use in equivalent environmental metrics including CO₂e, miles driven, etc.

3.1.6 Baseline Energy Consumption Modeling

- Ledger's proprietary and patented technology tracks and calculates hourly grid fuel mix on an 8760 hour/year basis, adjusted for physical and financial grid characteristics. Each kWh is associated with hundreds of data points to develop the best available greenhouse gas modeling and reporting.
- During Phase V, County historical and real-time datasets will be leveraged to provide predictive, forward-looking models for both energy usage and carbon intensity. Normalized and actual models may be provided as required by the County to analyze actual or potential energy savings, load forecasts, and facility performance. Ledger provides monthly energy peak load data by site and by system.

3.1.7 Waste Data

- Ledger will integrate with Waste Management systems to auto-import waste and billing data.

3.1.8 Transportation Data

- Ledger will collect fuel and/or mileage data associated with the Washoe County's owned and operated vehicle fleet. Ledger will assist with implementation of fleet management systems and/or use devices as desired by the County to automate fuel data capture and provide analysis of fuel associated emissions.
- Ledger will assist the County in procuring and implementing technology to provide mileage and fuel efficiency-tracking if desired by the County (hardware cost not included in this proposal).

3.2 Utility Billing Management

3.2.1 Billing Data Input

- Ledger integrates with energy providers and third-party data holders to directly import utility billing and usage data for its customers. Ledger has identified interim methods for importing County data and will be solely responsible for automating this process.

3.3 Energy Efficiency Project Management

3.3.1 Energy Efficiency Project Management

- The Ledger dataset provides the opportunity to analyze and track energy efficiency savings. Upon identification of historical or ongoing efficiency initiatives or installations, Ledger will assist with analysis of normalized and actual performance deltas, and

associated savings, expressed both in terms of dollars and CO2e emissions saved. Savings may be visualized and communicated via the Ledger Dashboard.

3.4 Overview of Implementation Timeline (assuming June 8, 2021 Start Date)

Phase I: Electric Emissions Tracking (Scope 2 emissions) | Target Date: May 6

Onboard Washoe County to Ledger's custom portal to enable viewing of real-time and on-demand energy data and carbon content of electricity that the County directly consumes, as well as fully measure the GhG emissions from County-owned assets (e.g. County Administrative Buildings, vehicles, parks, streetlights, etc):

- Identify sites/properties to be tracked for Scope 2 emissions (electricity);
- Set up each site identified for Scope 2 reporting on the Ledger platform for hourly tracking of electricity consumption, cost, and GhG emissions;
- Automated reporting on Scope 2 GhG emissions and financials;
- Provide monthly energy peak load monitoring by tracking peak load by site and by system;
- Automated and/or personal notifications of gaps, spikes, flat-lines, and any other anomaly indicating a data quality issue, as well as correction of the meter data once the source of the data aberration is verified with the customer; and
- Begin negotiations with energy provider(s) to collect meter data automatically on behalf of the customer.

Phase II: Begin Direct Emissions Tracking (Scope 1 Emissions) | Target Date: May 13

Onboard Washoe County to Direct Emissions Tracking and Reporting:

- Identify sites or sources (e.g. onsite combustion, fleet emissions) to be tracked for Scope 1; and
- Scope 1 on-demand reporting and visualization of consumption and GhG emissions on a daily or monthly basis, depending on data granularity.

Phase III: Begin Indirect Emissions Tracking (Scope 3 Emissions) | Target Date: May 21

Identify all indirect emissions (Scope 3) that meet materiality standards for reporting. Ledger will assist in the identification of these emissions with reference to international reporting standards.

- Implement a concierge service designed to begin immediate reporting while reducing the workload of County staff during the onboarding period;
- Work with the County's facilities' operations team to programmatically monitor and measure all Scope 3 emissions as identified above; and
- Integrate full real-time and on-demand Scope 1, 2, and 3 emissions reporting into the custom portal (including public-facing).

Phase IV: Provision of reports and full baseline carbon inventory | *Target Date: June 22*

- Implement direct data collection from remotely readable meters using industry standard communication protocols as permitted by meter owners;
- Present a comprehensive analysis of data and key insights (approached at a monthly level) via formal presentation by the Ledger Team, which will include annual review and analysis of GhG performance to help the County reduce energy consumption and carbon emissions;
- Subject to data availability, provide a full Baseline Carbon Inventory for Calendar Year 2019 or 2020;
- Customizable notification schemes for data quality alerts; and
- Launch and maintain a public-facing Portal or website at a time agreed upon by the County.

Phase V: Additional development and Ongoing Maintenance | *Ongoing throughout Service Period*

- Ongoing maintenance of the Washoe County Carbon Tools platform and continuous process improvement;
- Normalization of energy data for all sites according to factors that are known to affect energy consumption;
- Development of integration tool between the County's fleet management system for real-time monitoring;
- Annual and as-needed recommendations and least-cost and best practices for GhG reductions; and
- Predictive analytics for energy usage and carbon intensity based on key drivers such as weather (degree days / outside air temperature), occupancy, time of day/week, and/or other variables.