

Qnergy Beta Test Agreement

This agreement is made between Qnergy, Inc. "Qnergy" located at 300 West 12th Street, Ogden, Utah 84404, and Weber County "Site" located with headquarters at Weber Center, 2380 Washington Blvd; Ogden, Utah 84401

GENERAL TERMS AND CONDITIONS

- A. Qnergy has developed a remote power generation system named "PowerGen 5650 - Landfill Gas" (aka. PG-LFG) which is in a pre-commercialization stage and subject to further modifications prior to commercial release.
- B. Qnergy desires to test the "PG-LFG" system and related components (the "Product") at a Landfill Gas Site for the period of time ("Test Period") as defined in Exhibit A.
- C. Site is willing and able to host the Product for the Test Period and cooperate with Qnergy during the period.
- D. During the Test Period, Site may utilize all the power (electric and/or thermal) generated by the Product at no cost to Site. The site is also allowed to harvest additional revenue generated by the product such as carbon credits, e-RINs, RECs and so forth.
- E. At the end of the Test Period, Site is given the option to retain Product and acquire full ownership over the product as defined in Paragraph 2 below.
- F. Site agrees the relationship between Qnergy and Site is non-exclusive for the Product.

NOW, THEREFORE, for good and valuable consideration, subject to the provisions below, the Parties agree as follows:

1. Qnergy agrees to install the Product at the Site for limited purposes, such as testing, operation, evaluation, demonstration, etc.

The Product will be provided to the Site at no cost and will remain the sole and exclusive property of Qnergy during the Test Period. Site shall keep the Product free and clear of all claims, liens, encumbrances, etc., and shall not assign this Agreement or any Product under this Agreement to another party without consent of Qnergy.

2. At the end of the Test Period if the Site wishes to retain Product and obtain title to the Product Qnergy will upgrade the Product so that the Product configuration matches that of a fully commercial unit. In addition, Qnergy will provide the Site with its standard Service and Warranty coverage for the Product starting at the end of the Test Period. In return for the transfer of title, upgrade, and issuance of a warranty, the Site will pay Qnergy a maximum of 50% of the original price quote of the hardware (as listed in Exhibit A, which is \$50,000). In the event that the Site is not interested in obtaining the Product at 50% discount, Qnergy reserves the right to remove the Product from Site at the end of the Test Period.

3. Qnergy will manage the Beta Testing process during the Test Period. Qnergy will share its testing protocol with Site and obtain approval from Site for all test protocol prior to implementation. For complete clarification, Qnergy will ensure that all changes made to the unit and subsequent testing to the unit will only be done after clear and written notification to the Site regarding specific test. It is also understood that no modifications to the predefined Product operating profile will be taken without written approval from Site. Qnergy will provide Site all necessary documents, tools and relevant operating interface protocols, for independently operating the Product.

4. Product installation and infrastructure costs will be covered by Site. Infrastructure costs will include the gas connection, a cement base for the PG-LFG as well as an appropriate safety fence around the generator. If the site chooses to feed the generated electricity into the local electric utility there will be an additional cost associated with the required electric metering and interconnect equipment and all such costs will be covered by Site.

5. Product installation and commissioning at Test Site will be managed and led by Site personnel who have received the relevant installation training from Qnergy on the Test Hardware prior to its installation. Qnergy will be available to Site during the install and commissioning steps and will provide consulting support to this effort as requested by Site personnel.

6. Product installation and operating cost data will be shared by Qnergy and Site for the purpose of understanding the costs associated to installing and operating the PG-LFG.

7. All data associated to revenue at the site from the PG-LFG, across all financial instruments, shall be shared with Qnergy.

8. If Site does not acquire the Product at the end of the Test Period, cost to remove the Product will be shared by Qnergy and Site as defined in Exhibit A.

9. Site shall permit only qualified, experienced, and trained personnel authorized by Qnergy to operate, test, or maintain the Product during the Test period. Site shall operate the Product safely and in compliance with all operating instructions, manuals, and safety procedures. Site shall not remove, alter, or modify any safety devices on the equipment. Site to perform the all standard required Product checks and maintenance as listed in the Product Operating manual.

10. Site shall permit access by Qnergy, its agents, employees, and designated guests to the Product during normal business hours and during other times as mutually and prior agreed upon by Site, subject to Site's normal visitor and safety protocols.

11. Qnergy shall be solely responsible for the safety of its employees, subcontractors at any tier, and agents in the performance of the Product.

12. Qnergy shall comply with all applicable federal, state, tribal, and local health, safety, and environmental laws, rules, and regulations governing the Work.

13. Qnergy represents that while Qnergy has tested the Product and that the Product is safe for installation on and operation in conjunction with Site's equipment the Product is intended for testing purposes only and is being provided AS IS, and as such Qnergy disclaim all performance guarantees and makes no representations about its condition and operational capacity. Site shall notify Qnergy of any needed repairs or replacements to the Product. Any replacements to the Product are the property of Qnergy.

14. Site shall be solely responsible and remain solely liable for any damage, loss, theft, etc. to the Product, its premises or assets, while Site possesses or uses the Product, regardless of cause or fault, except when such damage, loss, theft, etc. is caused by Qnergy's, or Qnergy's agents', handling or operation of the product. Site shall be solely liable if it decides to adapt, modify or supplement Product capabilities or install ancillary parts.

15. Subject to Utah Government Records Access and Management Act, as amended, the Site will not disseminate, or in any way disclose any information regarding the hardware being tested, test procedures, and or resulting data regarding the operation of the hardware during the Pilot Test program to any non-Site agent without direct written consent from Qnergy. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between Qnergy and the Site shall not be released to any form of public media or 3rd party agent without written approval of both parties. The Site agrees that it shall treat all Confidential Information of Qnergy with the same degree of care as it accords to its own Confidential Information.

16. Qnergy will have access to operational data generated at the site as well as pictures and other information that could be used to publicly market this product to other parties.

17. Site acknowledges that the Product is provided "AS IS" and is currently a pre-release version and is not expected to perform at the level of a final, generally available commercial product offering. Product may be modified prior to first commercial shipment or withdrawn from the market. Site acknowledges that in no event shall Qnergy be liable for any damage whatsoever resulting from Site's misuse, operating outside of Qnergy provided operating parameters or inability to use the Product.

18. EXCEPT AS SET FORTH ABOVE, QNERGY MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESIGN, USE, AND FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ACCURACY OF THE PRODUCT. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL LOSSES, DAMAGE, EXPENSES, ACTIONS AND CLAIMS (INCLUDING ATTORNEYS' FEES) FOR PERSONAL INJURY TO THE PERSONNEL, AND PROPERTY DAMAGE, OF SUCH PARTY, AND TO ANY THIRD-PARTY THAT IS NOT A PARTY TO THIS AGREEMENT, ARISING FROM THE INDEMNIFYING PARTY'S NEGLIGENT OPERATIONS OR HANDLING OF THE PRODUCT OR THE INDEMNIFYING PARTY'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

19. Each Party retains any and all rights in its Intellectual Property and in any derivatives thereof and nothing contained in this agreement shall be construed in any way as granting a Party hereto any right or license and/or an assignment of any type or kind whatsoever in or of the Intellectual Property unless specifically agreed herein or otherwise in writing. Site agrees that it will not reverse engineer the Product and will not permit third parties with access to the Product for such purposes.

20. This Agreement shall terminate 12 months after installation of the Product, unless terminated earlier or extended by mutual agreement.

21. This Agreement can be terminated for any reason by either party with 30-day prior written notification.

22. This Agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and the State of Utah.

23. The Parties shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with their activities pursuant to this Agreement.

24. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested to the above address or such other address as may be given from time to time.

25. This Agreement constitutes the entire and only agreement between the parties for the Product, and all other prior negotiations, representations, agreements, and understandings are superseded hereby.

26. This Agreement may be modified only by written agreement signed by the Parties.

The Parties, through their respective duly authorized representatives, have signed this Agreement, effective upon the later date written below.

SIGNATURES ON THE FOLLOWING PAGE

FULLY EXECUTED as of the latest dated signature below.

WEBER COUNTY,

By: _____
Gage Froerer, Commission Chair

Commissioner Froerer voted _____

Commissioner Bolos voted _____

Commissioner Harvey voted _____

Date: _____

ATTEST:

By: _____
Ricky Hatch, Clerk/Auditor

QENERGY, INC.

By: _____

Title: _____

Date: _____

Exhibit A

1. The Product

Hardware	Price	Test Discount	Quantity	Price
PowerGen5650 Landfill gas	\$50,000	100% (hardware test)	1	\$ 0

2. Test Period

Test period is the date from beginning of Product installation at Site [expected to begin by July 1st 2023 but no later than Sep 1st, 2023] for 12-consecutive following months. [completed no later than Sep 1st, 2023].

FOR PURPOSES OF THIS BETA TESTING AGREEMENT, THE FOLLOWING COSTS DO NOT APPLY

3. Product Operation - Cost Share

- Fuel:
All fuel required to power the Product at the desired power output levels during the Test Period to be provided by Site.
- Spare parts / Product upgrades:
Any required replacement component, upgrade component or hardware deemed as necessary for Product functionality during the Test period to be provided by Qnergy.
- Data and Remote Communication:
During test period Qnergy to provide CorpName and it's employees complimentary access to the Qnergy Remote Dashboard Monitoring service in order to digitally monitor the PowerGen5650

Product Removal – Cost Share

- In the event, during or at the end of the Test Period, it is decided by either party to remove the Product from the Site. The Site will incur all costs associated with disconnecting/unhooking the Product from the Site's fuel and electrical infrastructure, as well as placing the Product at a location near Site for access by commercial transport services. Qnergy will be responsible and will incur all costs associated to the crating and shipping the Product away from the Site premises.