

## **Services and Licensing Agreement**

between

SCALE FACILITATION OPERATIONS LIMITED

and

RECHARGE PRODUCTION UK LIMITED

### **MASTER AFFILIATE SERVICES AGREEMENT**

This **MASTER AFFILIATE SERVICES AGREEMENT** (this "Agreement") is entered into on FEBRUARY 1, 2023 and is effective as of the Effective Date set forth below between **SCALE FACILITATION PARTNERS LLC**, organized under the laws of the United Kingdom (hereinafter "**Scale Facilitation Partners**" or "**Service Provider**") and the entities listed in Schedule F as "**Service Recipients**", entities organized under the laws of the United Kingdom (hereinafter the "Company"). (hereinafter jointly referred to as the "**Parties**" and individually, as a "**Party**").

**WHEREAS**, Scale Facilitation Partners is a US operating entity and Service Provider of Scale Facilitation services and expertise.

**WHEREAS**, Scale Facilitation Partners is prepared to provide certain management, administrative and corporate services to the Service Recipients for the Service Recipients business operations as set forth herein and, in the Schedules, hereto during the periods set forth herein and in the Schedules hereto;

**WHEREAS** the Scale Facilitation Partners owns all rights, title, and interest in and to the intellectual property, Licensed Technology and Licensed Patents, each as hereinafter defined;

**WHEREAS**, the Scale Facilitation Partners wishes to grant and the Service Recipients wish to receive certain license rights under the Scale Facilitation Partners' intellectual property;

**WHEREAS**, the Parties desire to enter into a formal agreement to identify and provide for the reimbursement of the cost of the services, facilities and/or equipment to be provided;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises set forth herein, and intending to be legally bound, Scale Facilitation Partners and the Service Recipients agree as follows:

### **TERMS AND CONDITIONS**

#### **1. Agreement to Provide Services.**

1.1. Agreement. Upon the terms and subject to the conditions contained herein and, in the Schedules, attached hereto (each, as it may be amended from time to time, a "Schedule"), the Service Provider hereby agrees to provide, or cause their affiliates to provide, to the Service Recipients the services (the "Services") listed in the Schedules. Each of the Services shall be provided and accepted in accordance with the terms, limitations and conditions set forth herein and in the Schedules. This Agreement amends and restates all prior agreements (oral or written) pursuant to which the Service Provider provides services to each of the Service Recipients.

1.2. Scope of Services. The Parties agree that upon the terms and subject to the conditions contained herein, additional or new services which are not currently contemplated in this Agreement may be added to the Schedules from time to time. Any new or additional services undertaken by the Service Provider to the Service Recipients shall be provided for a fee that includes the cost plus applicable operating margin (as may be determined from time to time) as more fully described in Section 2, and any such transactions shall be conducted on an arm's-length basis.

1.3. Review of Services. The parties agree that: (i) the scope, frequency and manner of delivery of the Services detailed herein are subject to periodic review by the Parties; (ii) changes to any of the Services (including the addition or deletion of services) may be made at any time if agreed to by the parties; and (iii) this Agreement may be amended from time to time according to the terms set out in Section 10.5. The parties further agree that this Agreement shall not be amended in any manner materially adverse to those debt providers who provide debt support to the Parties hereto from time to time.

#### 1.4. Right to Deliver and Request Instructions.

a. Each Service Recipient, acting through any of its authorized officers, may from time to time deliver to a Service Provider instructions with respect to matters arising under this Agreement, and the Service Provider shall follow such instructions provided they are consistent with the terms and conditions of this Agreement.

b. At any time, the Service Provider may, if it reasonably deems it necessary or appropriate, request instructions from a Service Recipient, within a reasonable period prior to the time necessary for taking action with respect to any matter contemplated by this Agreement, and may defer action thereon pending receipt of such instructions. Any action taken by a Service Provider, its officers, directors, employees, agents or representatives in accordance with the instructions of a Service Recipient, or failure to act by a Service Provider pending the receipt of such instructions after request therefor, shall be deemed to be proper conduct within the scope of service authority under this Agreement.

1.5. Service Designees. Service Provider may perform the services to be provided hereunder through its own officers and employees, or through agents, independent contractors or other parties designated by it; *provided, however*, that Service Provider will remain liable hereunder as if it has performed such services directly.

## 2. Cost Sharing.

2.1. Each Service Recipient agrees to bear and to pay its share of the Net Costs as defined in Section 2.2 below and, as contemplated by this Agreement, make payment arrangements with the Service Provider on an arm's-length basis for all activities covered by this Agreement for each calendar month.

2.2. Service Provider shall compute the costs that it incurs in connection with providing Services under this Agreement (its "Net Costs") in accordance with the following formula:

$$\text{Net Costs} = \text{Direct Costs} + \text{Indirect Costs}$$

"Direct Costs" means the sum of all external and all internal direct costs incurred by a Service Provider and directly attributable to a particular Service provided to a particular Service Recipient.

"Indirect Costs" means all external and all internal indirect costs incurred by the Service Provider in providing the Services to the Service Recipients, which cannot be directly attributed to a particular Service provided to a particular Service Recipient, including but not limited to salaries and bonuses, wages for permanent and temporary employees, expatriate costs (where applicable), facilities charges (including office rent, depreciation, maintenance, utilities and supplies), travel costs, pension benefits, insurance benefits, depreciation of fixed assets and all expenses to third parties incurred in connection with the Services, excluding value added tax, withholding taxes and/or similar levies, which shall be paid by the respective Service Provider, if legally required.

3. Reporting; Timing of Payments. Service Provider shall submit a statement to each applicable Service Recipient no later than twenty (20) calendar days after the end of each calendar month (unless otherwise agreed to by the parties), with respect to the amount of Net Costs payable by such Service Recipient for such month (a "Statement"). Such Statement shall set forth in reasonable detail: (i) the Direct Costs incurred in providing each Service to such Service Recipient and (ii) the Indirect Costs incurred in providing each Service to such Service Recipient. Unless any such Service Recipient disagrees as to the amounts payable as set forth in the Statement, all Statements shall be settled not later than forty-five (45) calendar days following receipt by the Service Recipient from the Service Provider of such Statement relating to the Services

provided. In the event of any disagreement between the Service Provider and the Service Recipients with respect to any Statement or any amounts owed thereunder, the parties hereto agree to negotiate in good faith to resolve such dispute.

4. Standards for Performance of Service. Service Provider shall perform its obligations hereunder in a prudent and efficient manner and in accordance with applicable law and good industry practice.

5. Access to Employees and Information.

5.1. Access. At the request of any Service Recipient, Service Provider shall, and shall cause its affiliates to, use its reasonable best efforts to provide for consultation with the Service Recipient, shortly after such request, its employees providing Services hereunder. At the request of any Service Recipient, Service Provider shall, and shall cause its affiliates to, make available information relating to such Service Provider's business.

5.2. Inspection. Service Provider hereby agrees that, upon reasonable notice from any Service Recipient, it shall make its books and records with respect to Services and payment therefor available to the Service Recipient and its representatives for inspection during normal business hours at such Service Provider's principal place of business.

6. Force Majeure. No party shall be liable for any failure of performance attributable to acts, events or causes (including, but not limited to, war, riot, rebellion, civil disturbances, power failures, failure of telephone lines and equipment, flood, storm, fire and earthquake or other acts of God or conditions or events of nature, or any law, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority) beyond its control that prevent in whole or in part performance by such party hereunder. The affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and no Service Provider shall have any liability to any Service Recipient or any other party in connection therewith other than by reason of breach or nonfulfillment of its covenants in this Section 6. The Service Provider shall make all reasonable efforts to remove such disability as soon as and to the extent reasonably possible and to assist the Service Recipients in finding third parties to provide affected Services during the period of such disability.

7. Indemnification. The Service Recipients shall indemnify, defend and hold harmless the Service Provider, their affiliates, their officers, directors, employees, agents and representatives from and against any and all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) ("Losses") suffered or incurred by any such Person arising from or in connection with any Service Provider' performance or non-performance of any covenant, agreement or obligation of the Service Provider hereunder, other than by reason of the Service Provider' or any of their affiliates' gross negligence, willful misconduct or bad faith. This Section 7 shall survive any termination or expiration of this Agreement.

8. New Service Provider and Service Recipients. Additional subsidiaries of Scale Facilitation Partners may become Service Provider or Service Recipients, as the case may be, under this Agreement. Applications shall be directed to the Scale Facilitation Partners for its consideration. If the Scale Facilitation Partners decides that the applicant fulfills the requirements to become a new Service Provider or Service Recipient, as the case may be, it shall notify the current Service Provider and Service Recipients. If none of the current Service Provider and Service Recipients object to such entry within ten (10) days of receipt of the notification, the entry is deemed to be agreed. If the current Service Provider and Service Recipients agree, the Scale Facilitation Partners shall then sign an entry agreement in the form of the sample attached in Appendix A with the applicant. In the event of any disagreement between the Service Provider and/or the Service Recipients, as the case may be, and the Scale Facilitation Partners with respect to any applicant, the parties hereto agree to consult in good faith to resolve such disagreement.

9. Term and Termination.

9.1. Term of Services. The term of this Agreement shall be three (3) years beginning from the effective date of this Agreement, provided that such term shall renew automatically for successive terms of one (1) year unless the Scale Facilitation Partners provides written notice to the other parties hereto that this Agreement shall not be renewed at least fifteen (15) days prior to the expiration of any one (1) year term.

9.2. Termination by Scale Facilitation Partners. The Scale Facilitation Partners may terminate this Agreement, or any part of this Agreement, at any time upon sixty (60) days prior written notice to the parties hereto.

9.3. Termination by Other Parties. Each of the Service Provider and Service Recipients may terminate its interest in this Agreement for a subsequent calendar year by providing written notice to the Scale Facilitation Partners not less than sixty (60) days prior to the end of any calendar year. The Scale Facilitation Partners will forward the notice to the other Service Recipients or Service Provider without undue delay. The dismissal of a single Service Provider or Service Recipient will not affect the validity of the Agreement as a whole. The other Service Provider or Service Recipients shall have the right to terminate their respective interest in the Agreement two weeks after receiving the notice irrespective of the termination period pursuant to the first sentence of this Section 9.3.

9.4. Termination on Reduction in Scope. Each of the Service Recipients may terminate its interest in this Agreement by written notice to the Scale Facilitation Partners if a Service Provider reduces the scope of the Services provided to such Service Recipient and fails to restore the scope of Services within sixty (60) days of receiving written notice from the Service Recipient identifying such reduction in scope, which notice shall also be sent to the Scale Facilitation Partners.

9.5. Termination on Material Breach. This Agreement shall terminate with respect to any party hereto that breaches its obligations herein if such breach remains uncured for thirty (30) days after such party receives written notice of the breach from the Scale Facilitation Partners.

9.6. Automatic Termination. This Agreement shall terminate automatically, without any notice or other action whatsoever on the part of any party hereto, as to any party and such party's subsidiaries that (i) becomes the subject of any voluntary petition in bankruptcy or other voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; (ii) becomes the subject of an involuntary petition in bankruptcy or any other involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of the filing or initiation thereof; (iii) is in default under any agreement or indenture governing indebtedness of such party.

## 10. General Provisions.

10.1. Assignment; Successors and Assigns. Except as set forth below, this Agreement and the rights and obligations hereunder shall not be assigned or transferred in whole or in part by any party hereto without the prior written consent of the Scale Facilitation Partners. Any attempted assignment or delegation in contravention hereof shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10.2. No Third-Party Beneficiaries. Except for Persons entitled to indemnification under Section 7 hereof, this Agreement is for the sole benefit of the parties hereto, and nothing herein expressed or implied shall give or be construed to give to any Person or entity, other than the parties hereto, any legal or equitable rights hereunder.

10.3. Remedies. Except as otherwise expressly provided herein, none of the remedies set forth in this Agreement is intended to be exclusive, and each party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Nothing contained herein shall be deemed to be a limitation on any remedies that otherwise may exist or be available to any party under the Purchase Agreements or any other related agreement.

10.4. Interpretation; Definitions. The headings contained in this Agreement or in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or

interpretation against the party drafting or causing any instrument to be drafted. When a reference is made in this Agreement to Articles, Sections or Schedules, such reference shall be to an Article or Section of or Schedule to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement. The words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole (including the Schedules) and not to any particular Section in which such words appear.

#### 10.5. Amendments.

a. The parties hereto will periodically review this Agreement as to the reasonableness of its terms on a quarterly basis and, in any case, not later than three (3) months after the end of Scale Facilitation Partners accounting year. Such review may be evidenced by documentation reasonably acceptable to the Scale Facilitation Partners.

b. No amendment to this Agreement shall be effective unless it shall be in writing and signed by Scale Facilitation Partners and each party to be bound by the proposed amendment, provided that any Schedule hereto may be amended by the Scale Facilitation Partners provided that the Scale Facilitation Partners provides written notice to each party to be bound by the proposed amendment and that no such notified party objects in writing to such amendment within seven (7) calendar days of receipt of notice thereof.

c. This Agreement shall be amended in accordance with the provisions of Section 1.3.

10.6. Cooperation. The Service Recipients will provide all information that the Service Provider reasonably request for performance of services pursuant hereto, and the Service Recipients will cooperate with any reasonable request of the Service Provider in connection with the performance of services pursuant hereto.

10.7. Counterparts. This Agreement and any amendments hereto may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

10.8. Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

10.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria applicable to agreements made and to be performed entirely within such State, without regard to the choice of law principles of such State.

10.10. Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any consent given by any party pursuant to this Agreement shall be valid only if contained in a written consent signed by such party.

10.11. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy, or by postage prepaid, registered, certified or express mail or by reputable overnight courier service and shall be deemed given when delivered by hand or upon receipt of telecopy confirmation if sent by facsimile, three days after mailing (one (1) Business Day in the case of guaranteed overnight express mail or guaranteed overnight courier service), at the address for the entity receiving such notice that is kept by and may be requested from the Scale Facilitation Partners, which Scale Facilitation Partners shall keep an accurate and current record of the addresses of all entities

party hereto. Any party hereto may change its address in the records of the Scale Facilitation Partners by providing written instructions to the Scale Facilitation Partners specifying the new address of such entity.

10.12. Authority. Neither of the Parties hereto shall act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement.

10.13. Schedules. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

10.14. Entire Agreement. This Agreement (including the Schedules hereto) contains the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above mentioned.

**Signed** for and on behalf of **Service Provider** by an )  
authorised person: )  
)



.....  
Signature

David A. Collard  
.....  
Name (please print)

Director  
.....

Title

February 1, 2023  
.....

Date of signing

**Signed** for and on behalf of the **Service Recipients** by an )  
authorised person: )  
)



.....  
Signature

David A. Collard  
.....  
Name (please print)

Director  
.....

Title

February 1, 2023  
.....

Date of signing

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**Schedule A**  
**Administrative Services**

Term:

Scope: Service Provider providing Administrative Services to any Service Recipient shall provide all administrative services to the Service Recipient as the Service Recipient may from time-to-time request from the Service Provider, including without limitation the following:

A.1. Support Services.

Such technical, marketing and business support services and assistance as may be requested from time to time relating.

A.2. Treasury Services.

Services for the administration of certain treasury functions as may be requested from time to time, which may include but shall not be limited to managing capital structure, and investment & debt portfolios; financing for operations; managing credit lines and facilities; managing compliance with financial covenants.

A.3. Tax Services.

Tax support and tax compliance services as may be necessary to ensure that the Service Recipient complies with applicable tax laws and as may be requested from time to time. The Service Provider shall coordinate with and assist the Service Recipient's certified public accountants (the "Accountants") in preparing tax returns in order that such tax returns be filed as soon as reasonably practicable after the end of each fiscal year. The Service Provider shall use all reasonable efforts to cause such tax returns to be filed on a timely basis and shall, promptly after the receipt thereof from such Accountants, deposit such copies with the permanent records of the subject entity. Such tax services may also include assistance with respect to tax research and planning; tax examinations; tax provisions; sales, use, liquor, and property tax.

A.4. Legal Affairs.

Legal support services as may be requested from time to time, which may include but shall not be limited to the administration of any litigation by, against or involving a Service Recipient, maintenance of trademarks and monitoring compliance with any regulatory requirements to which any Service Recipient is subject or may become subject in the future, but which shall not include any legal services the provision of which the Service Provider concludes, after consultation with its counsel, could reasonably be expected to create a conflict of interest or violate an ethical rule.

A.5. Accounting/Books and Records.

Accounting support services as may be requested from time to time to assist in the maintenance of (a) a system of accounting for the Service Recipient administered in accordance with US GAAP Standards ("US GAAP") consistently applied and other accounting principles reasonably requested, and (b) a set of audit procedures that are consistent with US GAAP. In addition, the Service Provider shall provide such support services for the Service Recipients as they may request from time to time to, including but not limited to:

Accounts Payable: Invoice processing, expense report processing, vendor file maintenance, tax/payroll reporting.

Accounts Receivable: Credit, collections, cash application.

General Ledger Accounting: GL maintenance, journal entry processing, account reconciliations, month end close financials, fixed asset accounting.

General Accounting: Accounting governance support.

PPM: Project Portfolio Management.

A.6. Financial Statements/Periodic Reports.

The Service Provider shall provide such assistance to the Service Recipient as may be requested from time to time by the Service Recipient in the preparation of an independent accountant prepared balance sheet as

at the end of each fiscal year and statements of income and results of operations and cash flows for such fiscal year (including notes thereto) of Scale Facilitation Partners and any subsidiary requested by Scale Facilitation Partners, which set forth in each case (in comparative form) corresponding figures for the preceding fiscal year and which are accompanied by the report thereon of the Accountants to the effect that such financial statements have been prepared in accordance with US GAAP applied on a basis consistent with prior years (except as otherwise specified in such report). In addition, the Service Provider shall provide other financial statements and periodic reports as reasonably requested by the Service Recipients. The Service Provider shall provide such assistance to the Service Recipient as may be requested from time to time in the preparation of a report of Scale Facilitation Partners and any subsidiary consisting of an unaudited consolidated balance sheet as at the end of each fiscal quarter and an unaudited statement of operations, setting forth in each case in comparative form the corresponding figures for the preceding fiscal quarter. If requested by the Service Recipient, any such reports shall be certified by the Service Provider to be correct and complete, to fairly present in all material respects the consolidated financial condition of the Service Recipient, as the case may be, at the date shown and the results of operations for the period then ended and to have been prepared in accordance with US GAAP consistently applied, except for year-end adjustments. The reports for each fiscal quarter shall include a narrative discussion describing the business and operations of the Service Recipient during the preceding quarter. The Service Provider may engage outside accountants in connection with the provision of administrative services relating to the preparation of financial statements and periodic reports, in accordance with applicable corporate policies.

#### A.7. Financial Services.

The Service Provider shall provide budgeting, forecasting, financial planning and analysis services as may be requested.

#### A.8. Property Management.

The Service Provider shall provide such support and assistance to the Service Recipient as may be requested from time to time in connection with the management of any real or leasehold property interests of the Service Recipient, including but not limited to:

Rent/Support: Base rent, building management, routine maintenance, property taxes, and utilities, overhead support, human resources, and employee relations.

#### A.9. Borrowing Documentation.

The Service Provider shall provide such support services as may be requested from time to time in connection with the administration of Service Recipient's financing arrangements, which may include but shall not be limited to the administration of Service Recipient and its subsidiaries' respective obligations and responsibilities under any loan documents and related security and other documents related to any borrowings of Service Recipient or any subsidiary of Scale Facilitation Partners.

#### A.10. Government Approvals.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient in connection with filings by the Service Recipient with any Governmental Authority of any periodic or other reports required to be filed by such Service Recipient under the provisions of any government rule applicable to it, including any filings or reports required under the U.S. Securities Exchange Act of 1934, as amended, and in connection with maintaining compliance with all permits, licenses and governmental approvals necessary or desirable for the conduct of such Person's respective business. Such services may include but shall not be limited to preparing any application, filing or notice relating thereto.

#### A.11. Investor and Public Relations.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient relating to investor and public relations matters of Service Recipient and its subsidiaries.

#### A.12. Human Resources.

The Service Provider shall provide and make available as necessary all professional, supervisory, managerial, administrative and other personnel as are necessary to perform its obligations hereunder, which personnel may be employees of the Service Provider or any of its affiliates, or third parties. Such personnel shall be qualified and experienced in the duties to which they are assigned. In addition, the Service Provider shall

provide such support and assistance to the Service Recipient as may be requested from time to time in connection with the human resources matters of the Service Recipient, including but not limited to:

Payroll Administrative: Check and direct deposit processing; vacation tracking and processing; tax set up, reporting, and compliance; employee tax processing; and payroll accounting.

Benefit Administration: Administration of continued medical, dental and vision coverage for those existing employees of the Business as of the Effective Date.

Solution Center: Payroll and benefit call center to the extent that employees have benefits.

Communications: Employee communications and public relations.

#### A.13. Strategic Planning and Business Development.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient relating to strategic planning and business development matters of the Service Recipient.

#### A.14. Corporate Financial Services.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient relating to corporate finance matters of the Service Recipient, including but not limited to:

Finance Management: Corporate and Operating Group strategy development; mergers, acquisitions, joint ventures, and other business combination facilitation.

Planning and Analysis: Corporate monthly reporting, forecasting and budgeting; facilitation of capital initiatives; consolidated financials, forecasts and budgets; technical accounting support and external audit facilitation; allocations.

Sourcing: Vendor management; purchase order management.

Audit & Risk Management: Finance, information technology, and operation audits; security; business continuity safety and loss prevention; claims management; risk financing; certificates of insurance.

#### A.15. Library and Record Services.

The Service Provider shall provide a technical library, with information, research and business news services for the use of the Service Recipient. The Service Provider shall also perform management of records, including transfer of information to an archiving storage medium, arranging safe storage, cataloguing of information, and ensuring compliance with established document retention policies.

#### A.16. Procurement.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient relating to procurement matters of the Service Recipient.

#### A.17. Scale Facilitation Services

The Service Provider shall provide such scale facilitation services and other research and development support services as the Services Recipients request or the Service Recipient is otherwise contractually obligated to procure from the Service Provider.

#### A.18. Other.

The Service Provider shall provide such other assistance or services relating to the conduct of the Service Recipient's business as may be requested from time to time by the Service Recipient.

**Schedule B**  
**Sales and Marketing Services**

Term:

Scope: Service Provider providing Services to any Service Recipient shall provide all sales and marketing services to the Service Recipient as the Service Recipient may from time-to-time request from the Service Provider, including without limitation the following:

B.1. Sales and Marketing.

The Service Provider shall provide such support services as may be requested from time to time by the Service Recipient relating to sales and marketing matters.

B.2. Other.

The Service Provider shall provide such other assistance or services relating to the conduct of the Service Recipient's business as may be requested from time to time by the Service Recipient.

## **Schedule C Technical Services**

Term:

Scope: Service Provider providing Services to any Service Recipient shall provide such support services as may be requested from time to time by the Service Recipient relating to information technology matters of the Service Recipient. Such support services may include but shall not be limited to:

C.1. Computer/ Software Support.

Provision of computer equipment, software development and maintenance and other software or services necessary or appropriate for the conduct of the business of the Service Recipient

C.2. Information Security.

Establishing policies, implementing the necessary systems, enforcing the policies and analyze any security violations for the Service Recipient's information assets, including maintaining protection against any virus that may impact the Service Recipient's computer systems.

C.3. Infrastructure and Corporate Office Communications.

Designing, implementing and managing the communications systems required to interconnect the various ground segment and local area network functions within the Service Recipient's office and corporate office facilities for business and technical operation purposes.

C.4. Servers / Mainframe / Infrastructure.

Support of NT/Unix database, application, and utility servers and mainframe services. Database support, storage management, capacity planning, configuration planning, change management, production control and scheduling, and technical support

C.5. Network Services (Voice & Data).

Support of Wide Area Network ("WAN"). Local Area Network ("LAN"), voice networks (standard voice, conferencing, mobile handhelds and contract), voice and data moves, adds and changes ("MACS"), voice, web and cellular voice

C.6. End User Computing.

Support of workstations, software and configurations. Installations, moves, adds, and changes ("IMACS"), operational support, electronic software distribution, software and configuration management, and remote system management

C.7. Application Development & Maintenance.

Support of core systems, including application planning and analysis, design/build, testing, implementation, maintenance and support

C.8. Cross Functional IT Services.

Support and management of maintenance contracts, equipment and software, including license management and compliance, asset inventory, asset refresh planning and IT procurement services. Also includes security framework and compliance, disaster recovery for supported services, help desk support for infrastructure, the office of the CIO, BPO transition charges, midrange, and architecture strategy support.

**Schedule D**  
**Intellectual Property Licenses**

Term:

Scope: Service Provider providing Administrative Services to any Service Recipient shall provide all intellectual property license services to the Service Recipient as the Service Recipient may from time-to-time request from the Service Provider, including without limitation the following:

D.1. Definitions.

D.1.1. "Licensor" shall mean the Scale Facilitation Partners as defined in the Agreement. "Licensee" shall mean the Company as defined in the Agreement.

D.1.2. "Licensed Patents" shall mean the following patent applications and patents listed, attached hereto and made a part hereof, any patents issuing on any such patent applications, any foreign patent applications or patents corresponding to any of the foregoing patent applications or patents, and any extensions or reissues of any such patents.

D.1.3. "Licensed Technology" shall mean and include all technical information in tangible form, including all technical data, know-how, trade information, and trade secrets, relating to the Licensed Patents and owned or controlled by the Scale Facilitation Partners on the Effective Date,

D.1.4. "Licensee Information" shall mean information of the Licensee in tangible form directly relating to the design, manufacture, selling or marketing of a Licensed Product, as hereinafter defined.

D.1.5. "Licensed Products" shall mean software licensed by the Service Provider.

D.1.6. "Licensed Field" shall mean the developing, manufacturing, using, leasing, or selling of Licensed Products, utilizing the Licensed Technology or the Licensed Patents.

D.1.7. "Licensed Territory" shall mean the United Kingdom.

D.1.8. "Future Licensee Patents" shall mean all patent applications filed or acquired in any country of the world covering inventions made after the Effective Date by the Licensee which relate to the Licensed Products, any patents issuing therefrom and any reissues or extension of such patents, where the practice of such inventions would infringe any of the patents included within the Licensed Patents.

D.1.9. "Net Sales Value" shall mean the Licensee's or Sublicensee's, as hereinafter defined, billing price for a Licensed Product less amounts allowed or credited on returns, trade discounts, prepaid freight, and taxes or other governmental charges added directly to the invoice for such Licensed Product. Licensed Products shall be considered sold when billed out or invoiced.

D.2. Grant of Licenses.

D.2.1. The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor, upon the terms and conditions herein specified, a license under the Licensed Technology to develop, make, lease, sell, have developed, have made, use and otherwise dispose of Licensed Products. This license under the Licensed Technology shall commence as of the Effective Date and shall continue in effect until the License Agreement is terminated for any of the reasons set forth in the Agreement. This license shall be limited to the Licensed Field and the Licensed Territory.

D.2.2. The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor, upon the terms and conditions herein specified, a license under the Licensed Patents to develop, make, lease, sell, have developed, have made, use and otherwise dispose of Licensed Products. This license under the Licensed Patents shall be limited to the Licensed Field and the Licensed Territory, shall commence as of the Effective Date, and shall continue in effect until the expiration of the last patent application to be abandoned or the last patent to expire within the Licensed Patents, whichever is later, unless terminated earlier for any of the reasons set forth in the Agreement.

D.2.3. The license under the Licensed Technology granted herein and the license under the Licensed Patents granted herein shall have the following scope:

D.2.3.1. In the licenses to the Licensee under the Licensed Technology and the Licensed Patents shall be exclusive and the Licensee shall have the right to issue to third parties, hereinafter "Sublicensees," nonexclusive, royalty-bearing sublicenses under any of the Licensed Technology or the Licensed Patents on terms not inconsistent with the terms of this License Agreement, such right to issue sublicenses to remain in effect only while the licenses to the Licensee under the Licensed Technology and the Licensed Patents are exclusive, such sublicenses to be only within the Licensed Territory and the Licensed Field.

D.2.3.2. In the Licensed Territory, the licenses to the Licensee under the Licensed Technology and the Licensed Patents shall be nonexclusive and the Licensee shall have no right to issue sublicenses.

D.2.4. The Licensee shall notify the Licensor of the issuance of any sublicenses to any Sublicensees and shall promptly provide the Licensor with a copy thereof in the English language. The Licensee shall be responsible for the performance of its Sublicensees under any such sublicenses, including the payment of any royalties or other payments due under any such sublicenses or as a consequence of any such sublicenses. The Licensee shall not receive from Sublicensees anything of value in lieu of cash payments in consideration for any sublicense under this License Agreement, without the express prior written permission of the Licensor.

D.2.5. The Licensee shall pay to the Licensor one-half (1/2) of any sublicense issue fee or other consideration paid by any Sublicensee for any sublicense issued to a third party by the Licensee under this License Agreement.

D.2.6. Upon written notice from the Licensee to the Licensor, the Licensee may extend to an Affiliate of the Licensee any of the licenses granted to the Licensee under this License Agreement, provided, however, that any such Affiliate shall have no right to issue sublicenses under such extended license. The Licensee shall be responsible for the performance under this License Agreement of any Affiliate to which any license is extended pursuant to this Section

D.2.7. Any Affiliate to whom a license is extended pursuant to this Section 2.7 shall be included within the definition of "Licensee" for the purposes of this License Agreement.

### D.3. Services.

D.3.1. Upon written request of the Licensee, and at the Licensee's expense, the Licensor agrees to provide professional and technical consulting services to the Licensee related to the application of the Licensed Technology and the Licensed Patents in the designing or manufacturing of Licensed Products in the Licensed Field, and in improving the quality of Licensed Products during the commercialization of the Licensed Products by the Licensee in the Licensed Field.

D.3.2. The arrangement of and payment shall be in accordance with the terms set forth in the Agreement.

### D.4. License Issue Fee.

Upon the execution of this License Agreement the Licensee shall pay to the Licensor a License Issue Fee. The License Issue Fee shall be neither refundable nor creditable against any other payments due under this License Agreement.

### D.5. Royalty Payments.

D.5.1. In partial consideration of the licenses granted by the Licensor to the Licensee under Sections D.2.1 and D.2.2 hereof, the Licensee shall pay to the Licensor, in the manner hereinafter provided, so long as this License Agreement shall remain in effect, an earned royalty of a set percent of the Net Sales Value of all Licensed Products made, used, leased, or sold by the Licensee or by any Sublicensee under this License Agreement.

D.5.2. No royalties shall be collected or paid hereunder to the Licensor on Licensed Products sold to the account of the United Kingdom Government. The Licensee and its Sublicensees shall reduce the amount charged for Licensed Products distributed to the United Kingdom Government by an amount equal to the royalty for such Licensed Products otherwise due the Licensor as provided herein.

D.6. Annual Minimum Royalty Payments.

D.6.1. The Licensee shall pay to the Licensor Annual Minimum Royalty Payments.

D.6.2. All Annual Minimum Royalty Payments will be paid to the Licensor for the last calendar quarter of the calendar year to which they apply.

D.6.3. Earned royalties paid by the Licensee to the Licensor for any territory for any calendar year shall be creditable against the Annual Minimum Royalty Payment due for that territory for that calendar year. In the event that the Annual Minimum Royalty Payment for any territory for any calendar year exceeds the earned royalties paid by the Licensee for that territory and calendar year, the Licensee shall have the option of paying the Licensor the difference between the Annual Minimum Royalty Payment and the earned royalties paid, such difference to be paid with the Licensee's report to the Licensor for the last calendar quarter of that year. If the Licensee does not pay such difference to the Licensor with respect to any territory, the Licensor may at its option terminate the licenses granted herein as to that territory by written notice to the Licensee.

D.6.4. No Annual Minimum Royalty Payment paid for any given calendar year shall be carried over as a credit against the earned royalties or Annual Minimum Royalty Payment for any subsequent calendar year and no amount of earned royalties paid for any calendar year shall be creditable against any Annual Minimum Royalty Payment due for any other calendar year.

D.7. Late Fees and Interest.

D.7.1. The Licensee shall pay to the Licensor a one-time late fee of five percent (5%) of any payment required under this License Agreement, if the payment is made more than fifteen (15) days late. Such late fee shall be paid within thirty (30) days after the date on which the required payment was due.

D.7.2. In addition, the Licensee shall pay to the Licensor interest on any amounts not paid when due. Such interest will accrue from the fifteenth (15th) day after the payment was due at a rate of eighteen percent (18%) per annum, and the interest payment will be due and payable on the first day of each month after interest begins to accrue until full payment of all amounts due the Licensor is made. The Licensor's rights to receive late fees, and interest or late payments shall be in addition to any other rights and remedies available to the Licensor.

D.7.3. If the interest rate required in this Section exceeds the legal rate in a jurisdiction where a claim for such interest is being asserted, the required interest rate shall be reduced, for such claim only, to the maximum interest rate allowable in the jurisdiction.



**Schedule E**  
**Other Licenses**

Term:

Scope: Service Provider providing Administrative Services to any Service Recipient shall provide all license services to the Service Recipient as the Service Recipient may from time-to-time request from the Service Provider, including without limitation the following:

**Schedule F**

**Service Provider and Service Recipients**

**Service Provider**

SCALE FACILITATION OPERATIONS LIMITED

**Service Recipients**

RECHARGE PRODUCTION UK LIMITED