

MASTER CONSULTANT SERVICE AGREEMENT

This Master Consultant Service Agreement is made as of August 3, 2018 by and between First Solar, Inc., a Delaware corporation, its subsidiaries and affiliates (“First Solar” herein) and California Vanpool Authority a California Public Transit Agency for itself and its employee(s) (collectively, “Consultant” herein). Each of First Solar and Consultant shall be referred to herein as a “Party,” and collectively, as the “Parties.”

In consideration of the mutual promises and for other valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties agree as follows:

1. Services.

- 1.1. Services Defined. Consultant agrees to perform the services described in one or more mutually agreed and executed Task Orders in substantially the form attached hereto as Exhibit A, each of which shall be incorporated herein by this reference (the “Services”). Subject to the foregoing, all Services shall be provided in strict compliance with all applicable instructions, specifications, drawings and descriptions. This agreement, and any Task Order issued hereunder, shall collectively be defined herein as the “Agreement.”
- 1.2. Scope. This Agreement sets forth the terms and conditions pursuant to which Consultant shall perform Services. Consultant shall only perform Services as and when set out in a fully executed Task Order. Each Task Order shall be incorporated into and shall be made a part of this Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of this Agreement and those of a particular Task Order, the document executed later in time shall control.
- 1.3. Site Safety and Security: The Consultant shall be solely responsible for providing Consultant’s employees, agents or subcontractors a safe place of employment, and Consultant shall inspect and promptly take action to correct conditions that cause or may reasonably be expected to cause an unsafe place of employment. Consultant shall take all necessary precautions for the safety and security of its employees, subcontractors, agents, or representatives. If the services provided in any Task Order require Consultant’s presence on a job site, Consultant shall fully comply, at Consultant’s sole cost and expense, with all aspects of First Solar’s Environmental Health and Safety Plan (“HASP”) for the jobsite.
- 1.4. First Solar Affiliates. First Solar and its affiliates each may retain Consultant to perform Services pursuant to this Agreement. As to any Services engaged by First Solar, all obligations hereunder are the sole obligations of First Solar. As to any Services under this Agreement engaged by an affiliate of First Solar, all obligations hereunder are the sole obligations of such affiliate.
- 1.5. Performance Deadlines. If a specific schedule for the Services is set forth in a Task Order for such Services, then time is of the essence for completion of such Services. In all other instances, Consultant shall use commercially reasonable efforts to complete such Services.
- 1.6. Acceptance; Defects. If First Solar notifies Consultant of an error or omission in relation to the Services or any other breach or other failure of the Services to comply with the applicable Task Order or of this Agreement (a “Deficiency”), Consultant shall, at its cost, promptly remedy such Deficiency. If Consultant fails diligently to proceed with such remediation promptly after receipt of a Deficiency notice, or if Consultant is unable, after one attempt, to cure any Deficiency, then First Solar may itself, or through others, remedy the Deficiency, and shall be entitled to recover from Consultant all costs incurred in connection with such remediation.
- 1.7. Payment. First Solar will pay Consultant as set forth in each Task Order. Unless otherwise agreed by the Parties, any expenses incurred by Consultant will be borne by Consultant, Consultant shall not be compensated for travel time, and Consultant’s price in each Task Order shall be deemed inclusive of all applicable taxes.
- 1.8. Invoices. Unless otherwise set forth in a Task Order, Consultant will invoice First Solar on a monthly basis for completed Services and First Solar will pay such invoices within Forty-five (45) days after the date First Solar receives the invoice. The payment of an invoice shall not constitute acceptance of the Services and any amounts paid shall be subject to adjustment for Deficiencies or other failures of Consultant to satisfy its obligations under this Agreement. Invoices should be emailed to fseinvoices@firstsolar.com, with a copy to any individual designated in an applicable Task Order.

1.8.1. Any payment received by the Consultant shall be held in trust and shall be first used to satisfy any subcontractors, sub-consultants, or vendors that provided labor, material, and/or equipment to the Consultant in conjunction with the Consultant's work. First Solar reserves the right, upon three days written notice and opportunity to object, to withhold payment of amounts for which any of Consultant's subcontractors, sub-consultants, or vendors have provided notice of non-payment. First Solar reserves the right to withhold any payment from Consultant in the event that First Solar becomes aware of defective work. First Solar shall provide Consultant with a written notice containing a description of any defective work upon which such withholding is based within 5 business days of First Solar's withholding of the funds. Correction of the defective work shall be performed in accordance with Section 1.6.

1.9. Changes. At any time, First Solar may add or deduct from the scope of the Services by providing Consultant a new Task Order. Consultant may not make any unauthorized changes to a Task Order.

1.9.1. Consultant shall notify First Solar in writing within five (5) calendar days of the date Consultant learns of any unknown condition that may add or deduct from the scope of the Services. Failure to provide such notice shall constitute a waiver by Consultant of any and all rights it has or may have to seek additional compensation as a result of such condition.

1.10. Audit Rights. To the extent Consultant performs all or a portion of the Services on a time and materials basis, Consultant shall permit First Solar or an independent accounting firm retained by First Solar to audit Consultant's books and records related to such Services, upon ten (10) days' prior notice. If any such audit determines that Consultant overcharged First Solar, Consultant will refund First Solar an amount equal to the overcharge plus interest at a rate of ten percent (10%) per year, from the date of the overcharge.

2. Relationship of Parties.

2.1. Independent Contractor. Consultant is an independent contractor, is not an agent or employee of First Solar, and has no authority to bind First Solar. Consultant will perform the Services under the general direction of First Solar, but Consultant will determine, in its sole discretion, the manner and means by which the Services are accomplished.

2.2. Taxes and Benefits. Consultant shall pay all taxes on the compensation paid to Consultant. Consultant may not participate in or receive benefits under any First Solar employee benefit plans or similar arrangements (collectively, "Benefit Plans"). If Consultant is later determined to have been a common-law employee or employee of First Solar, Consultant nevertheless will not be entitled to participate or receive benefits under any Benefit Plans.

3. First Solar Property.

3.1. Definition. "Work Product" shall mean all deliverables, designs, drawings, ideas, developments, works, discoveries, inventions, products, computer programs, source code, procedures, improvements, documents, information and materials made, conceived or developed during Consultant's performance of the Services, or that is derived from First Solar intellectual property or Confidential Information.

3.2. Assignment of Ownership. Consultant hereby irrevocably transfers and assigns to First Solar without further compensation, any and all of Consultant's, and its employees', contractors', representatives' and agents' (collectively, "Agents"), right, title, and interest in and to all Work Product, including but not limited to, all copyrightable works and copyrights, patent rights, trade secrets, trademarks and any other intellectual property resulting from or relating to the Services. Consultant agrees to: (i) disclose promptly in writing to First Solar all Work Product; (ii) assist First Solar and provide any and all documents reasonably necessary to obtain, any patent, copyright, trademark or other protection for the Work Product; and (iii) ensure that each of its employees executes an agreement assuring First Solar of its exclusive ownership and control of the Work Product. Consultant will receive no royalty or other remuneration on the production or distribution of any products or process developed by First Solar or Consultant in connection with or resulting from the Services or this Agreement.

3.3. License. Consultant hereby grants First Solar a perpetual, worldwide, fully paid-up license to any of Consultant's intellectual property necessary for First Solar's use of any product or deliverable provided to First Solar pursuant to a Task Order ("Deliverables"), including, but not limited to, all intellectual property necessary to manufacture (and have manufactured), sell, offer for sale, use and have used any Deliverable or any product manufactured through the use of such Deliverables.

3.3.1. First Solar hereby grants Consultant a limited license to First Solar intellectual property to the extent necessary to perform the Services and only for the duration of this Agreement.

3.4. Return of First Solar Property. Consultant will return to First Solar any First Solar property when requested by First Solar, or at the termination or expiration of this Agreement. Consultant shall not remove any First Solar property from First Solar premises without written authorization from First Solar. First Solar property shall include, but not be limited to, all memoranda, notebooks, drawings, blueprints and Confidential Information provided to Consultant or another person or entity.

4. Confidential Information.

4.1. Definition and Duty. First Solar may provide, and Consultant may acquire, information, materials from and knowledge about First Solar's business including, but not limited to, products, processes, programming techniques, research, customers, employees and suppliers of First Solar and confidential information or trade secret information of third parties in First Solar's possession. Consultant agrees that all such knowledge, and the Work Product, are and will be the confidential and proprietary information of First Solar (collectively "Confidential Information"). Confidential Information means any business, financial, marketing, technical, scientific or other information or materials, including samples, disclosed by First Solar to the Consultant in connection with the project, even if disclosed before the effective date of this Agreement, that is: (a) first disclosed in written, electronic, photographic or other tangible form and conspicuously marked "Confidential" or "Proprietary," or the like at the time or within 30 days of disclosure; (b) first disclosed in non-tangible form and orally identified as confidential or proprietary at the time of disclosure or confirmed in writing within 30 days of disclosure; or (c) otherwise learned or viewed by the Consultant during a visit to First Solar's premises or any jobsite.

4.1.1. Confidential Information will not include, however, any information which: (i) becomes a matter of public knowledge through no fault of Consultant; (ii) is rightfully received by Consultant from a third party without restriction on disclosure; (iii) is independently developed by Consultant without the use of First Solar's Confidential Information; or (iv) is rightfully in the possession of Consultant prior to its disclosure by First Solar

4.2. Protection Period. This Agreement shall cover any and all Confidential Information *received* from the effective date of this Agreement for a period of three (3) years (the "Disclosure Period") or until the termination of this Agreement under the terms and conditions set forth in Section 6, whichever is later. Any duties or obligations relating to the use, disclosure, protection or return of Confidential Information pursuant to this Agreement shall survive the expiration of termination of the Disclosure Period and continue in effect from the effective date of this Agreement until the parties agree to terminate those duties and obligations in writing (the "Protection Period"). After the Protection Period, the Consultant shall have no right to keep, disclose any Confidential Information in its possession and agrees to promptly return or destroy all Confidential Information in its possession upon request of First Solar.

4.3. Duty. Consultant will not, directly or indirectly, disclose Confidential Information to any person unless expressly permitted by this section or with the prior written consent of First Solar. Consultant may disclose the Confidential Information within its organization and to its professional advisors, and to subcontractors, sub-consultants, or vendors, but only to those who have a need to know for the purposes of the Services, are informed of its confidential nature, and expressly agree to be bound by (or by reason of their employment have a duty to comply with) this Agreement. Consultant will ensure that each of its subcontractors, sub-consultants, or vendors executes an agreement (the "Confidentiality Agreement") on no less restrictive terms than this Agreement, assuring First Solar of its exclusive ownership and control of the Confidential Information, obligating the subcontractors, sub-consultants, or vendors to keep all Confidential Information confidential and not to use or disseminate the Confidential Information in any way, commercially or otherwise. The Confidentiality Agreement shall designate First Solar as an express third party beneficiary with the right to enforce any and all obligations therein, and the Consultant shall provide a copy of any Confidentiality Agreement to First Solar within three (3) days of First Solar's request. Any breach by Consultant's subcontractors, sub-consultants, or vendors of this obligation shall be deemed a breach by Consultant. Consultant shall (a) protect the Confidential Information with at least the same degree of care with which it protects its own Confidential Information, but in no case less than a reasonable degree of care, and (b) not use any of the Confidential Information as a basis to develop, help develop, modify, help modify, alter or help any third party equipment or solar module production processes (and not to assist any third party in any manner to perform any such activities). Consultant agrees (w) to use the Confidential Information solely in connection with the Services; (x) maintain all such Confidential Information in strict confidence; (y) disclose it to its employees on a need-to-know basis; and (z) not disclose it to third parties.

4.4. Unauthorized Disclosures. Consultant will notify First Solar immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any breach of this Agreement by Consultant, and will assist in mitigating any consequences of such disclosure and preventing its further unauthorized use.

4.4.1. In the event the Consultant is legally compelled to disclose Confidential Information (a "Disclosure Order"), then, prior to such disclosure, Consultant shall cooperate with First Solar's counsel to enable First Solar to obtain a protective order or other reliable assurance that such Confidential Information shall be given such confidential treatment. If relief from the Disclosure Order is denied, Consultant shall interpret such Disclosure Order in the narrowest possible manner.

4.5. Employees' Confidentiality Agreement. Consultant will ensure that each of its employees and agents executes an agreement (the "Confidentiality Agreement") assuring First Solar of its exclusive ownership and control of the Work Product, obligating the employee or agent to keep all Confidential Information confidential and not to use or disseminate the Work Product or Confidential Information in any way, commercially or otherwise. Any breach by Consultant's employees or agents of this obligation shall be deemed a breach by Consultant.

4.6. Compliance with Securities Laws. Consultant agrees that certain of the Confidential Information may be "material, nonpublic information" for purposes of federal or state securities laws, the awareness of which prohibit Consultant and its employees, contractors, representatives and agents from (i) buying or selling First Solar's securities (stock, options, etc.) (i.e., "insider trading") and (ii) passing Confidential Information on to anyone who may buy or sell First Solar's securities (i.e., "tipping"), until after the information has been disclosed to the public and absorbed by the market. Without limiting any of Consultant's other obligations under this Agreement, Consultant will comply with all federal and state securities laws prohibiting insider trading and tipping, and shall immediately notify First Solar in the event it becomes aware of any insider trading or tipping based on the Confidential Information.

4.7. Other Non-disclosure Agreements. During their business relationship, Consultant and First Solar may have executed one or more non-disclosure agreements ("NDAs"). In the event of a conflict between or among provision(s) of this Agreement and any NDA, the conflicting provisions shall be read in a mutually consistent way, or if no such reading is reasonably possible, the provision(s) that are most protective of Confidential Information shall take precedence.

The Consultant acknowledges that any unauthorized use or disclosure of the Confidential Information, or any threat thereof, would likely cause First Solar irreparable harm that could not be fully remedied by monetary damages. Accordingly, the Consultant agrees that First Solar will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent any unauthorized use or disclosure.

5. Indemnification by Consultant.

5.1. To the fullest extent permitted by law, Consultant will defend, indemnify, release, protect, and hold First Solar, its affiliates, subsidiaries, officers, agents, and employees harmless from and against any and all claims, damages, liabilities, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting, either directly or indirectly, from the following: (a) any action, claim, or allegations against First Solar based, in whole or in part, upon a claim that the Services or any Deliverables, infringe a patent or a copyright, or violate a trade secret or any other intellectual property or proprietary right; (b) any action, claim or allegations that is based upon or alleges any negligent act, error, or omission or willful misconduct of Consultant. Consultant shall not be obligated to indemnify First Solar for damages caused by First Solar's sole negligence or willful misconduct.

5.2. Any and all traffic violations, accidents and issues that occur on a public or private road off of the project site are the responsibility of the Consultant.

5.2.1. Consultant shall indemnify First Solar for any and all risk associated with Services off of First Solar project sites.

6. Termination and Expiration.

6.1. Termination for Default. Either Party may terminate this Agreement, or any Task Order, in the event the other Party is in material breach of its obligations, as applicable, effective upon delivery of written notice to the breaching Party; provided, that, except with respect to a breach of Section 4 (Confidential Information) of this Agreement, the breaching Party shall have a period of ten (10) days following receipt of written notice within which to cure such breach. In addition, and notwithstanding any other right to termination provided in this Section, either Party may terminate this Agreement or any Task Order effective upon delivery of written notice to the other Party if the other Party becomes

insolvent or is the subject of a voluntary or involuntary bankruptcy filing; the other Party makes a general assignment for the benefit of its creditors; the other Party has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; or the other Party otherwise ceases to do business. Breaches of a material term of this Agreement shall include without limitation the following: 1) Consultant's failure to supply an adequate number of skilled employees or proper materials to perform the Services within the time period and to the standards required by this Agreement, 2) Consultant's failure to make payments to its subcontractors or Consultants when due, or 3) Consultant's failure to comply with applicable laws, ordinances, rules, regulations or orders. Upon any termination pursuant to this Section 6, Consultant shall: (1) continue to provide any portion of the Services for which this Agreement is not cancelled, and (2) be liable for additional costs, if any, incurred by First Solar for the procurement of similar Services to cover such default. Further, upon termination of this Agreement or any Task Order, First Solar shall be obligated to pay no more than the amounts owing to Consultant for Services satisfactorily performed up to the point of termination.

- 6.2. Termination for Convenience. First Solar may terminate this Agreement or any Task Order at any time, for any reason or for no reason, upon written notice to Consultant. Upon termination and/or expiration of this Agreement, First Solar shall be obligated to pay only the amounts owing to Consultant for Services authorized pursuant to this Agreement and satisfactorily performed by Consultant prior to the termination date.

Termination or expiration of this Agreement will not relieve Consultant of its obligations under Sections 1.6, 3, 4, 5, 7, 8, 9.2 and 9.4, nor will expiration or termination relieve Consultant from any liability arising from any breach of this Agreement.

7. Limitation of Liability.

- 7.1. **EXCEPT BREACHES OF SECTION 3 (FIRST SOLAR PROPERTY) OR SECTION 4 (CONFIDENTIAL INFORMATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 7.2. **EXCEPT FOR BREACHES OF SECTION 3 (FIRST SOLAR PROPERTY), SECTION 4 (CONFIDENTIAL INFORMATION), OR SECTION 5 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE GREATER OF THE SUM OF (i) FIVE TIMES THE TASK ORDER, OR (ii) THE INSURANCE COVERAGE LIMITS APPLICABLE TO ANY SUCH CLAIM.**

8. Warranties and Representations.

- 8.1. Scope. With respect to all information that is disclosed or used in the performance of this Agreement: (i) Consultant represents and warrants it has the right to make disclosure and use thereof without liability to others; (ii) Consultant represents and warrants that the Services and all other obligations under this Agreement do not and will not infringe a patent, copyright or other proprietary right or violate a trade secret or any other intellectual property right of any third party.
- 8.2. Conflict of Interest. Consultant represents and warrants that the execution of this Agreement and the performance of the Services pursuant to the terms hereof will not result in a conflict of interest for Consultant. Consultant shall promptly notify First Solar of any conflict of interest that arises by virtue of Consultant's performance of the Services. Neither Consultant nor its affiliates will directly or indirectly, either for itself or on behalf of any other entity, recruit or otherwise solicit or induce any employee, consultant, customer, distributor or supplier of First Solar to terminate its employment or arrangement with First Solar.
- 8.3. Non-Compete. So long as any executed Task Order remains open (defined as a Task Order that has neither been terminated nor completed), then neither Consultant nor its affiliates may directly or indirectly solicit services from any competitor of First Solar without the prior written consent of First Solar.
- 8.4. Warranties. Consultant warrants that it knows of all legal and regulatory requirements in the jurisdictions in which the Services are to be performed or where the Deliverables are to be used, and that the Services will be performed in compliance with such requirements. Consultant further warrants that all Services shall be performed in compliance with applicable industry standards, and goods, if any delivered under this Agreement, shall be free from defects in workmanship, material and manufacture.

9. General Provisions.

9.1. Assignment, Transfer, Delegation and Subcontracting. Consultant may not assign Consultant's rights, transfer Consultant's obligations or subcontract or delegate any responsibility under this Agreement either in whole or in part to any third party ("Transferee") without the prior written consent of First Solar. Any attempted assignment or delegation without such consent will be void.

9.2. Governing Law and Dispute Resolution; Severability. This Agreement shall be governed and construed by and interpreted in accordance with the internal laws of the State of New York, excluding its conflict of laws provisions. Both Consultant and First Solar agree that any suit arising out of this Agreement shall be brought in the appropriate state or federal court in New York County, New York, provided that such court has jurisdiction over the subject matter of the action. Each Party agrees that such court shall have personal jurisdiction over it.

If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect in all other respects. Should any provision of this Agreement be or become ineffective or fail to include a provision that is otherwise legally required, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties shall negotiate in good faith appropriate modifications to this Agreement to ensure that its terms reflect the Parties' intent.

In accordance with the requirements of the Foreign Corrupt Practices Act of the United States or any other anti-bribery or applicable anti-corruption laws ("Anti-Corruption Laws"), Consultant agrees and warrants that it shall not make, offer, promise or authorize any payment, loan, gift, donation or other giving of money or things of value, directly or indirectly, whether through 13.1.Consultant, its affiliates, partners, officers, employees, agents or representatives, whether in cash or kind, and whether pursuant to a written agreement, to or for the use of any government official, any political party or official thereof or any candidate for political office, for the purpose of influencing or inducing any official act or decision in order to further the activities contemplated by this Agreement, including obtaining or retaining any government approval or funding related to such activities. Consultant acknowledges that in entering into this Agreement, First Solar has relied upon Consultant's representation and warranty to strictly comply with the Anti-Corruption Laws, and Consultant agrees that if it violates any Anti-Corruption Laws, First Solar may immediately, upon notice to Consultant, terminate this Agreement.

9.3. Badge Access. If the Services requires that Consultant or its Agents have (x) unescorted access to First Solar's or its customer's premises through the use of a badge and/or (y) access to First Solar's or its customer's computer network, before any such badge is issued or network access is granted, (i) the individual who requires such access shall complete First Solar's then applicable "First Solar/Consultant Access Form" and (ii) Consultant shall certify that such individual(s) shall have, within one year prior to the performance of such Services, undergone a 9-panel drug test and passed such test (i.e., received negative results); and undergone a background check that showed no misdemeanor or felony crimes involving any sort of violence, drugs sex offenses or theft. Further, in some sites the individual may also be required to demonstrate proof of training or take First Solar training for certain types of badges. First Solar reserves the right to limit or deny an Agent's access to the premises and/or computer network pending the outcome of any background check or drug test. At any time, First Solar may (1) request a Consultant employee or agent to leave First Solar's or its affiliate's or customer's premises, and (2) terminate such person's access to First Solar's, or its affiliates', or customer's computer network.

9.4. Insurance.

9.4.1. During the term of this Agreement, Consultant represents, warrants, and covenants that it has all insurance required by law, and, in any event, at least the following types of insurance in the following amounts:

9.4.1.1. Workers' Compensation Insurance covering all persons employed by Consultant engaged in furnishing Services under this Agreement, including employers liability coverage, with coverage limits no less than one million dollars (\$1,000,000) per accident and one million dollars (\$1,000,000) per disease or as required by law, and in full compliance with the laws applicable to the jurisdiction in which the Services are performed.

9.4.1.2. Commercial General liability coverage with minimum limits of at least one million dollars (\$1,000,000) per occurrence, CGL for bodily injury, personal injury, property damage and products and completed operations liability.

9.4.1.3. Automobile liability insurance (including coverage for owned, non-owned, and hired vehicles) covering vehicles used by Consultant in connection with the Services in an amount of ten Million Dollars (\$10,000,000) combined single limit per occurrence for bodily injury and property damage.

Consultant's automobile liability insurance coverage shall contain appropriate no-fault provisions or other endorsements as required by law.

- 9.4.1.4. Excess liability limits of eight million dollars (\$8,000,000) per occurrence, excess of underlying general liability, auto liability and Workers' compensation.
- 9.4.1.5. Errors and Omissions ("Professional Liability") coverage in the amount of two million dollars (\$2,000,000), which coverage shall remain in effect for the period of Consultant's warranty provided under this Agreement.
- 9.4.2. All policies listed above are required to be made with an insurer with an A.M. Best rating of at least A- and are required to be on a per occurrence policy limit.
- 9.4.3. On the Effective Date, Consultant shall provide to First Solar via email at SubcontractorInsurance@FIRSTSOLAR.COM its certificate of insurance for all insurance required in this subsection. If a policy is changed or canceled, Consultant shall deliver to First Solar renewal certificates within thirty (30) days prior to expiration or change of any such insurance. Consultant shall include First Solar on all the policies shown in this Section as an "Additional Insured" (with the exception of policies listed in Subsections 9.4.1.1 and 9.4.1.5) for any liability or damage arising from or in connection with this Agreement, and Consultant shall provide First Solar with proof of same within thirty (30) days of the Effective Date. Any coverage provided under these policies to First Solar would be primary to any other coverage available to First Solar. Notwithstanding any failure of Consultant to meet the obligations set forth in this Section 9.4.3 shall not release Consultant from any other obligations it may have hereunder. First Solar reserves the right to withhold payment in the event insurance coverage has expired, lapsed or cancelled until a valid certificate is provided.
- 9.5. Compliance with Laws. Consultant shall comply at all times with all applicable laws in relation to this Agreement.
- 9.6. Advertising. Consultant may not, without the prior written consent of an authorized representative of the First Solar Corporate Communications department, issue press releases, marketing literature, take or post photographs, public statements, or in any way engage in any other form of disclosure relating to this Agreement or Consultant's relationship with First Solar.
- 9.7. Non-Exclusive. Nothing in this Agreement shall require First Solar to purchase from Consultant any or all of its requirements for services that are the same or similar to the Services provided hereunder, and First Solar may purchase similar or identical services from others.
- 9.8. Complete Understanding; Modification. Except for any nondisclosure agreements between the Parties (which shall remain in full force and effect), this Agreement, together with any Task Orders, constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement or Task Order will be effective only if in writing and signed by the Parties.
- 9.9. Notices. Any notice pertaining to the Agreement shall be in writing and delivered to the relevant Party, by recognized courier, or sent registered or certified mail, return receipt requested, to First Solar or to Consultant, as appropriate, at their respective addresses appearing in this Agreement. A notice shall be deemed received: if personally delivered, on the delivery date; by noon the following day if sent by overnight courier; or, if mailed upon confirmed receipt. Either Party may change the person(s) and/or the address (es) to which such notices are to be addressed by giving each other notice in this manner.

If to Consultant: California Vanpool Authority
California Vanpool Authority 1340 North Drive
1340 North Drive Hanford, CA 93230
Attn: Ronald Hughes, Executive Director

If to First Solar: First Solar, Inc.
350 West Washington Street, Suite 600
Tempe, AZ 85281

USA
Attention: Subcontracts Manager

With a copy to: First Solar, Inc.
350 West Washington Street, Suite 600
Tempe, AZ 85281

USA
Attn: General Counsel, EPC

- 9.10. Lien and Claim Discharge. Consultant hereby agrees to pay or discharge within five (5) Business Days of notice any lien filed or served by Consultant, or its Agents ("Lien Claimant(s)") against First Solar, its customers or any real property upon which such lien or claim has been levied, and Consultant shall indemnify, protect and hold harmless First Solar, its successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of any disputes between Consultant and any Lien Claimant or from failure of Consultant to promptly pay any Lien Claimant, plus an administrative fee of fifteen (15%) percent.
- 9.11. Currency. Unless otherwise specified in this Agreement all references to "Dollars" and "\$" shall be references to the lawful currency of the United States, and all amounts payable hereunder shall be paid in such currency.
- 9.12. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute the same document. Facsimile or .pdf signatures shall be effective in all respects. Performance by the Consultant prior to the execution of the Agreement shall constitute acceptance of the Agreement in its entirety.

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

Accepted/Approved By:

FIRST SOLAR, INC.

SIGNED

NAME

TITLE

DATE

CALIFORNIA VAN POOL AUTHORITY

SIGNED

NAME

TITLE

DATE

TASK ORDER

This Task Order is incorporated into and made a part of the Master Consultant Service Agreement between First Solar, Inc., its subsidiaries and affiliates ("First Solar"), and California Vanpool Authority ("Consultant" or "CalVans") with a date of July XX 2018 (the "Agreement"). All terms of this Task Order (including defined terms) shall be subject to the provisions of the Agreement.

Effective Date: July 30th, 2018

The Services are as follows:

Consultant shall provide vanpool and all related services for the Cal Flats jobsite ("Cal Flats").

CalVans shall provide vanpool vehicles for Cal Flats workers to transport themselves between home and the Cal Flats Project. CalVans Services include, without limitation, reviewing and approving driving records as well as ensuring drivers have passed a Class B medical physical. CalVans shall provide, maintain and support vanpool vehicles and provide insurance coverage in accordance with the Agreement. Emergency roadside service shall be provided on a 24/7 basis by CalVans employees designated for this purpose. Monthly billing is to be prepared and sent to each vanpool main driver. Payment sheets and vouchers submitted to CalVans by the main driver will be used to prepare and submit a final bill to First Solar.

All invoices to First Solar shall contain at least the following information: Master Consultant Service Agreement reference date, First Solar Purchase Order Number, description of services rendered, vanpool total costs, services and any other relevant information.

Individual designated for invoice copy: Geoff Dewhurst, Geoff.Dewhurst@FirstSolar.com

Consultant shall not provide Services in excess of \$150,000 (the "Maximum Amount"). Consultant agrees that and costs incurred or labor expended in excess of the Maximum Amount shall be borne solely by Consultant without reimbursement. Consultant shall notify First Solar in writing when costs and expenses reach 70% of the Maximum Amount.

The anticipated schedule for the completion of the Services is as follows:

Consultant shall commence services July 30th through December 2018.

First Solar Electric (California), Inc.

By: _____
Name : Geoffrey Dewhurst
Title : Project Manager

California Vanpool Authority

By: _____

Name: Ron Hughes
Title: Executive Director