

1. **APPLICABILITY OF TERMS AND CONDITIONS.** These Terms and Conditions will govern all Inspection Services ("Services") provided by Preformed Line Products Company and its agents/affiliates ("PLP"), unless otherwise agreed to in writing, signed by PLP by an authorized agent in Cleveland, Ohio. Terms and conditions contained in Customer's purchase order or any other documents that are different than or in addition to these Terms and Conditions are objected to and will not be binding on PLP. Customer will be deemed to have agreed to these Terms and Conditions by Customer's issuing a purchase order number, PLP's receipt of a written acknowledgement of Customer's placement of an order, or PLP's commencement of performance, Customer's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences. PLP reserves the right to change these Terms and Conditions, or issue new terms, at any time, and all subsequent orders shall be bound thereof. If for any reason PLP's Quotation is deemed an acceptance of an offer made by Customer, such acceptance is expressly conditioned on Customer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Customer's acceptance of Services delivered by PLP or any other performance by Customer. PLP will sell Services only if Customer assents to these Terms and Conditions.

2. **INSPECTION SERVICES.** The Services shall be aerial visual inspection only, and PLP will not report on underlying issues, and cannot inspect covered areas (e.g., due to ice, vegetation, debris). Sections of the line that cannot be accessed and inspected will be reported and excluded. The Services shall be performed within line of site only, during daylight hours and not during inclement weather or unsafe conditions. For areas outside of locations where UAS flights may be conducted without an FAA waiver, a minimum of 45 days are required to obtain authorization, with no guarantee.

3. **QUOTATIONS, ORDERS AND PRICES.** All prices contained on the face of PLP's Quotation are subject to change without notice, unless indicated otherwise on the face of the Quotation. Any additions to orders already placed by Customer will be considered as new orders.

4. **TAXES.** PLP's prices do not include any Federal, state or local taxes or fees, and any such taxes or fees now in effect or hereafter levied will be in addition to such prices and will be paid by the Customer. Customer agrees to defend, indemnify and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest or penalties assessed against or incurred by PLP as a result of Customer's failure to pay any such taxes or fees.

5. **TERMS.** Net thirty (30) days from date of PLP's invoice. A service charge of one and one-half percent (1.5%) per month will be added to all past due invoices, not to exceed the maximum permitted by law.

6. **FINANCIAL RESPONSIBILITY.** Notwithstanding anything herein to the contrary, Customer's financial responsibility is at all times subject to approval of PLP's Credit Department, and PLP at any time may require payment in advance or satisfactory security or guarantee that invoices will be paid promptly when due. If Customer fails to comply with any terms of payment, PLP may withhold any further services or deliveries or terminate this Agreement and may declare any unpaid amount to be due and owing immediately.

7. **DELIVERABLES.** Customer is responsible for ensuring that the Services are fit for Customer's purposes and that Customer's use of the Services and the delivery, receipt, possession, assessment, evaluation, and use of any and all of the deliverable technical data and image results of the Services (the "Deliverables") are used in accordance with all federal, state, and local laws. PLP assumes no liability for conclusions reached or business decisions made by Customer or for Customer's possession, assessment, evaluation, or use of the Deliverables or any data or information contained therein. Without limitation, PLP is not liable for claims grounded in Customer's business objectives and not substantially related to the Services or for any criminal acts in violation of applicable law. Customer shall provide PLP written notice of any errors or omissions in the Deliverables within 20 days of its receipt thereof, and absent notice, the Deliverables are deemed to be fully accepted by Customer.

8. **CUSTOMER'S DUTY.** Customer will obtain all necessary Right Of Way for the Services, and PLP shall not be responsible for minor ground damage that may be caused by the Services. Customer will promptly notify PLP if any law enforcement agency or other regulatory body with jurisdiction over it takes any action against Customer's use of the Services and shall report any accidents, incidents, or other reportable mishaps to the appropriate governmental agency, including but not limited to the FAA and NTSB. PLP does not assume, and Customer indemnifies PLP against, any and all damages, liability or claims resulting from customer's use of PLP's drones, and/or the maintenance, inspection, images, or other data obtained through the use of such drones. Customer shall indemnify and hold harmless PLP and its officers, employees, agents and representatives from and against liability for all claims, losses, damages and/or expenses, including reasonable attorneys' fees and costs to the extent such claims, losses, damages, and/or expenses are caused by customer's intentional or negligent acts, errors, or omissions. PLP shall not be liable, in contract, tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of the manner or practice of customer's inspection, maintenance and/or operation of power utility transmission/distribution lines. PLP is not liable for claims based in customer's business objectives and not substantially related to the manner or practice of PLP's drone operations.

9. **WARRANTY AND DISCLAIMERS OF WARRANTY.** PLP warrants to Customer that the Services shall be in compliance with all relevant laws and shall be performed in a workmanlike manner. Customer shall notify PLP of any breach of the warranty that occurs within 12 months of performance thereof, and PLP's sole remedy shall be to reperform the Services. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU

OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer agrees to provide PLP with written notice of any breach of the above warranty within thirty (30) days after Customer discovers, or should have discovered, the alleged breach. Time is of the essence herein, and Customer's failure to provide written notice to PLP within the required time of any alleged breach of the foregoing warranty will release and discharge PLP from any obligation or liability for that breach of warranty. The foregoing warranty extends only to Customer and to no other person or entity. Customer agrees to give PLP full access to all Customer's relevant records and data. PLP's obligation to perform may be delayed, at PLP's sole option, until PLP has been paid in full for all goods purchased by the Customer. The sole remedy for any breach hereof is, at PLP's option, to reperform the Services or credit Customer's account.

10. **REMEDIES AND LIMITATIONS ON REMEDIES.** THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER SO THAT PLP'S CREDIT OF CUSTOMER'S ACCOUNT OR REPERFORMANCE IS A FULFILLMENT OF ALL PLP'S OBLIGATIONS. PLP SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, NOR UNDER ANY CIRCUMSTANCE SHALL PLP BE LIABLE FOR DAMAGES BEYOND THE PRICE OF THE SERVICES PURCHASED BY BUYER, WHETHER IN CONTRACT, IN TORT OR UNDER ANY WARRANTY OR OTHER USE, AND WHETHER OR NOT SAID LOSS, COST, PENALTY OR DAMAGE WAS REASONABLY FORESEEABLE. UNDER NO CIRCUMSTANCES WILL PLP BE LIABLE FOR ANY COSTS ASSOCIATED WITH FIRES AND WLDFIRES INCLUDING COSTS FOR CLEAN-UP EFFORTS.

11. **DEFAULT OR DELAY.** PLP will not be liable for any default or delays when such default or delay results either directly or indirectly from: (a) inclement weather; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; delays in obtaining FAA waivers; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by Federal, state or local governments, or any subdivision, bureau or agency thereof; or (b) any other cause beyond PLP's control. PLP will assess an hourly rate consistent with the requirements of the project, for additional downtime caused by weather or other issues that restrict UAS operations.

12. **NOTICES.** Any notice to PLP required or permitted hereunder will be deemed to have been effectively delivered if in writing and served by personal delivery to PLP or sent by registered or certified mail with return receipt requested (or such form of mail as may be substituted therefor by postal authorities), postage prepaid, to PLP at the address specified on the front page hereof and marked ATTN: General Counsel.

13. **CONFIDENTIALITY.** The parties agree that all information furnished by or obtained from a party in connection with the Services hereunder (including the Deliverables) will be confidential, and a party agrees not to (i) disclose any such information to any other person, or (ii) use such information for any purpose except as agreed to by the parties. Notwithstanding the foregoing, PLP may use Customer's name and line location for marketing purposes.

14. **INTELLECTUAL PROPERTY.** PLP shall own all intellectual property embodied in the Deliverables and Services, and Customer shall assist PLP, at no cost, with filing any documentation necessary to demonstrate PLP's ownership.

15. **MISCELLANEOUS.** The failure of either party to insist upon performance of any term or condition herein or to exercise any right or privilege shall not thereafter waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights or privileges, whether of the same or similar type. The rights herein and the construction of these Terms and Conditions shall be governed by the laws of the State of Ohio, without giving effect to principles of conflict of laws. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each provision hereof shall be severable, and in the event any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect. The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of these Terms and Conditions. Customer may not assign its rights or delegate its obligations hereunder without PLP's prior written consent.

16. **The Customer and any of its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

17. **ETHICAL BEHAVIOR.** Customer, its employees, officers, agents, representatives and Subcontractors ("Agents") shall at all times maintain the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Customer and its Agents shall comply with all applicable laws, statutes, regulations and other requirements, including, but not limited to, those prohibiting bribery, corruption, kick-backs or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act and PLP's Code of Conduct available on its website. Customer shall indemnify and hold PLP harmless from all fines, penalties, expenses or other losses sustained by PLP as a result of Customer's breach hereof.