

2.3 Survival. The provisions of the Agreement identified in Section 16.04 of the main body of the Agreement and incorporated by reference herein and the provisions of this Schedule requiring performance or fulfilment after the expiration or earlier termination of this Schedule, this Section 2.3, such other provisions as are necessary for the interpretation thereof, and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Schedule, will survive the expiration or earlier termination of this Schedule.

3 DESCRIPTION OF THE SERVICES

3.1 Scope of Feasibility Services. Company shall determine the scope of the Feasibility Services (the “**Scope of Feasibility Services**”). A non-exhaustive list of examples of Feasibility Services that may be undertaken is included in Exhibit C1 to this Schedule. Company will determine, in its sole discretion, whether prior work done by Company and/or Customer can be used to fulfill the purposes of this Schedule.

3.2 Acknowledgement. Company and Customer acknowledge and agree that: (1) Company shall exercise its independent, professional and trade judgment in performing the Services; and (2) in its preparation of the Scope of Feasibility Services, Company will be relying on information provided by Customer, which Customer represents is complete and accurate except as noted in writing to Company. Company shall not, except as may be provided for in an executed Additional Services Schedule, be required to deliver to Customer any of the information, reports, documents or other results which arise from the Feasibility Services.

3.3 Work Product. The results and outcomes of the Feasibility Services (the “**Work Product**”), except for that portion of the Work Product, if any, provided by Customer to Company, shall be Company Intellectual Property.

4 CUSTOMER OBLIGATIONS

4.1 Reimbursement. On the terms and subject to the conditions set out in the Agreement and this Schedule, Customer agrees to reimburse Company for all reasonable costs and expenses incurred by Company as contemplated and provided for in this Schedule (including reasonable costs and expenses associated with pre-existing materials for which Customer’s project constitutes an Alternate Purpose, the “**Qualifying Expenses**”).

4.2 Provision of Information. At Company’s request from time to time, Customer will provide such information to Company as is required to facilitate the Feasibility Services including, without limitation, by providing Company with access to information, documents, materials and personnel. Without limitation, Customer will provide Company with the following information:

- (a) gas quantity and quality specifications of Untreated Biogas that would be subject to the Upgrading Services; and
- (b) [*].

Customer represents and warrants that all information provided to Company pursuant to this Schedule shall be true and accurate, to the best of Customer’s knowledge.

