

Implementation Services - PowerBidder™ Pro

This Exhibit for Implementation Services (“**Implementation Services**”) applies if Customer purchases Implementation Services as part of an Order. In the event of a conflict between the terms and conditions in this Exhibit, the Order or the Agreement, the order of precedence will be determined in accordance with the Exhibits section of the Order.

Section references in this Exhibit are deemed to refer to the sections of this Exhibit, unless otherwise specified. Capitalized terms used but not otherwise defined in this Exhibit will have the meaning given to them in this Exhibit, or if not defined herein, in the Order, or the Agreement.

1. PROJECT DESCRIPTION.

- 1.1. Project Scope. The project scope will be to configure, integrate and deploy the Solution and Subscription Services for use by Customer’s Authorized Users (the “**Project**”).
- 1.2. Implementation Only. One Implementation Services Exhibit will be issued for each Project. Implementation Services do not include any scope for Stem: to deploy and install hardware on the Resource or to provide Subscription Services.

2. PROJECT TIMELINE AND MILESTONES.

Project milestones will follow the timeline presented in the Project proposal provided by Stem (the “**Project Proposal**”), unless otherwise mutually agreed upon by the Parties.

3. GENERAL CUSTOMER RESPONSIBILITIES & ASSUMPTIONS.

Stem is dependent on Customer and other third parties to meet the commitments defined in the Project Proposal. The list of obligations set forth below are, dependencies are conditions on Stem’s performance, and assumptions upon which Stem has relied in agreeing to perform the Services described in this Exhibit on the terms set out herein and in the Project Proposal for which Customer is responsible (collectively “**Customer Responsibilities**”). If a Customer Responsibility is not performed or if a stated assumption or Customer Responsibility proves to be incorrect or not performed, the Parties will execution a change order (“**Change Order**”) to the Order to adjust the Service Charges associated with the Implementation Services, the schedule or the scope of this Exhibit

The Customer Responsibilities are:

- 3.1. Resources. Customer will assign the appropriate resources to direct and/or assist Stem and will prioritize their efforts to work with Stem to complete all their activities related to the Services in a timely manner and within the agreed Project timelines.
- 3.2. Assessing Requirements. Customer will remain responsible for assessing whether all requirements have been identified and whether the actions to address these requirements would result in compliance with applicable Law.
- 3.3. Consents. Customer is administratively and financially responsible for obtaining, user consents necessary for Stem to perform the Services.
- 3.4. Access. Customer will provide Stem with access to its personnel and facilities sufficient for Stem to fulfill its obligations hereunder. Stem will work with Customer to identify key Customer personnel or roles, and what will be needed from them, with reasonable specificity so Customer can adequately plan to make those personnel available.
- 3.5. Leadership. Customer’s business sponsor and leadership team will be available to support Stem as necessary to deliver the Implementation Services in this Exhibit and will have the necessary authority to commit Customer with respect to the subject matter of the Implementation Services.

- 3.6. Authorized Users. Only designated Customer personnel and other Authorized Users will be granted access to use Solution.
- 3.7. Support. Customer will commit the resources and management involvement reasonably necessary to support the Implementation Services in this Exhibit and perform the agreed upon acceptance procedures in a timely manner. Customer understands that any delay may impact timing for completing the Implementation Services and other estimates provided in this Exhibit. To facilitate a timely execution, Customer's failure to respond to a request for acceptance within three (3) business days to a request for acceptance will be deemed as acceptance.
- 3.8. Reliance. Stem will be entitled to rely on all information, decisions and approvals of Customer in connection with the Implementation Services and Stem will not be required to independently validate the information provided by Customer.
- 3.9. Verification. Customer will verify all procedures are accurately described.
- 3.10. Third Parties. Customer will be responsible for its contractual relationships with any third parties which provide data to the Solution or to which the Solution provides data, including, without limitation, any license or permissions needed for Stem and the Solution to access those third party Solutions.
- 3.11. Responsibility for Authorized Users. Any act or omission of any Authorized User, employee or sub-contractor of Customer which would be a breach of this Exhibit or the Agreement if committed by Customer will be treated as an act or omission of Customer for which Customer will be responsible. Customer will be responsible for ensuring that any Authorized User who uses the Solution does so in accordance with the applicable terms of the Agreement and will notify Stem immediately if it becomes aware of any breach or threatened breach of the terms of the Agreement or of any breach or threatened breach of security including any attempt by a third party to gain unauthorized access to the Solutions used for the provision of the Implementation Services.
- 3.12. Other Hardware and Software. Customer acknowledges and agrees that it is responsible for obtaining and maintaining any hardware, software, communications equipment and network connections necessary (e.g., secure internet connection) to access the Solution.
- 3.13. GDPR. Customer will not provide to Stem any user within the scope of the EU General Data Protection Regulation unless the parties mutually agree in writing to the same through a change order.
- 3.14. Audits. Customer will not have the ability to audit the premises of Stem's cloud service vendor. But Stem will, subject to confidentiality obligations, share with Customer the results of audits it receives from its cloud service vendor upon request.
- 3.15. Data Feeds. The data feeds will be limited to the scope of services set forth in this Exhibit. If additional customizations or data feeds are required, Stem and Customer will need to enter a written change order.
- 3.16. English. Services will be provided in the English language only.

4. OUT OF SCOPE ACTIVITIES. Any activities not described in this Exhibit are considered Out of Scope Activities.

5. SERVICE CHARGES

- 5.1. Basis of Service Charges. Stem will perform the Implementation Services as defined in the Order.
- 5.2. Charges Based on Assumptions. The Service Charges associated with the Implementation Services stated in this Exhibit are based on the assumptions stated herein; the Project Proposal; and the information

provided to Stem as of the Order Effective Date. Any further Implementation Services beyond those set forth in this Exhibit or the Order will be subject to a Change Order to the Order that will reflect the mutually agreed upon incremental work effort and associated Service Charges.

- 5.3. Expenses. Customer agrees to pay all Service Charges and reimbursable expenses as invoiced by Stem in accordance with Section **Error! Reference source not found.** (Payment) of the Order.
- 5.4. Third Party Vendors. Client is expected to contract with the third party vendors, such as vendors of Internet access, to enable use of the Solution and the Implementation Services. Costs for these third party services are excluded from the Implementation Service Charges and are Client's responsibility.

Subscription Services - PowerBidder™ Pro

This Exhibit for Subscription Services (“**Subscription Services**”) applies if Customer purchases Subscription Services as part of an Order. In the event of a conflict between the terms and conditions in this Exhibit, the Order, or the Agreement, the order of precedence will be determined in accordance with Section **Error! Reference source not found.** (Exhibits) of the Order.

Section references in this Exhibit are deemed to refer to the sections of this Exhibit, unless otherwise specified. Capitalized terms used but not otherwise defined in this Exhibit will have the meaning given to them in this Exhibit, or if not defined herein, in the Order, or the Agreement.

- 1. PROJECT DESCRIPTION.** Stem has developed, and hosts, operates and supports, PowerBidder Pro, a software application that provides the Customer with the ability to self-manage Resource bidding strategies of energy storage systems in the relevant wholesale electricity market. Customer wishes to have access to the Solution through the Subscription Services and Stem desires to make the Subscription Services available to Customer subject to the following terms and conditions.

- 1.1. Subscription Scope. With a subscription to PowerBidder Pro, Customer has access to:

- 1.1.1. View Resource financial performance.
 - 1.1.2. Monitor historical, current day, and next day Resource telemetered data, bidding/clearing behavior, and market prices.
 - 1.1.3. Analyze a range of key performance indicators and other operational insights to drive more informed decision making.
 - 1.1.4. Configure and save up to ten (10) individual trading strategies to govern bid and offer optimization across relevant market products (note that PowerBidder Pro will include one default strategy which Customer may utilize).
 - 1.1.5. Utilize Stem’s proprietary price forecasts or integrate your own price forecast(s) to inform optimized bid and offer generation.
 - 1.1.6. Generate optimized bids and offers across eligible day-ahead, real-time, energy, and ancillary service market products in line with user strategies
 - 1.1.7. Automatically submit bids and offers that meet market operator requirements to the Scheduling Entity on a cadence synchronized with market bidding windows.
 - 1.1.8. Manually override PowerBidder Pro’s automated bidding, either on a one-off basis or for a defined period of time.

- 2. DEFINITIONS.** Capitalized terms will have the meanings set forth in this section, or in the section where they are first used.

- 2.1. “**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer, any of Customer’s Authorized Users to access the Subscription Services.
 - 2.2. “**CAISO**” is the abbreviation for the California Independent System Operator.

- 2.3. **“Current Operating Plan”** means the plan that QSEs must maintain for each hour of the next seven days to provide details around ESS status, ESS limits, and ancillary service resource responsibilities.
- 2.4. **“Data Custodian”** means for the purposes of this agreement a party that is not the original data controller but is considered to have the authority to manage data on behalf and in the interests of the original data controller.
- 2.5. **“ERCOT”** is the abbreviation for the Electric Reliability Council of Texas an independent, non-profit corporation that manages the flow of electric power and provides financial settlement for the competitive wholesale bulk-power Market and administers retail switching in Texas.

3. PROVISION OF SERVICES.

3.1 Provision of Subscription Services. Stem, subject to the terms and conditions of the Agreement and the relevant Order, will provide Customer with access to the Subscription Services set forth and paid for by Customer on the applicable Order.

3.2 Access to the Subscription Services. Stem during the Subscription Services Term will provide the Subscription Services and an online user interface in accordance with the terms of the applicable Order for Subscription Services as ordered and paid for under the terms of the applicable Order. On or as soon as reasonably practicable after the Subscription Services Commencement Date, Stem will provide to Customer the Access Protocols to allow Customer and its Authorized Users to access the Subscription Services. Customer is responsible for keeping all Access Protocols issued to Customer and its Authorized Users confidential and secure and will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services. Customer will notify Stem promptly of any such unauthorized use known to Customer.

3.3 Prohibitions. Customer agrees that it will not, and will not permit any Authorized User or other party to: (a) permit any party to access the Subscription Services or Documentation or use the Subscription Services, other than the Authorized Users, as authorized under the Agreement; (b) modify, adapt, alter or translate the Subscription Services or Documentation, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Subscription Services or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Subscription Services or Solution; (e) use or copy the Subscription Services or Services Documentation except as expressly allowed under this section; or (f) disclose or transmit any data contained in the Subscription Services to any individual other than an Authorized User, except as expressly allowed herein. Notwithstanding the foregoing, decompiling the Subscription Services is permitted to the extent the laws of Customer’s jurisdiction require Stem to give Customer the right to do so to obtain information necessary to render the Subscription Services interoperable with other software; provided, however, that Customer must first request such information from Stem and Stem may, in its discretion, either provide such information to Customer or impose reasonable conditions, including a reasonable fee, on such use of the source code for the Subscription Services to ensure that Stem’s and its suppliers’ proprietary rights in the source code for the Subscription Services are protected. Except as expressly set forth herein, no license or right of any kind is granted to Customer regarding the Subscription Services, Solution, Services Documentation, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Subscription Services or Solution.

4. SUPPORT.

- 4.1. Support. Subject to Customer’s payment of the Subscription Charges for the Subscription Services, Stem will provide Customer with Support as further described in the applicable applicable Service Level Agreement (“SLA”) [<http://www.stem.com/sla-pbp>].

- 4.2. Exclusions. Stem will have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from: (i) Customer's or its Authorized Users' use of any version of the Subscription Services or the Solution other than the then-current unmodified version provided to Customer; (ii) nonconformities resulting from misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Subscription Services, Solution or Documentation; or (iii) modification, amendment, revision, or change to the Subscription Services or the Solution by any party other than Stem or Stem-authorized representatives.
- 4.3. Customer's Responsibility. For Resources in the ERCOT market, Customer maintains responsibility for creation and submission of the Current Operating Plan to ERCOT.
5. **DATA SECURITY.** Stem will maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Customer Data as required under applicable Laws ("**Data Safeguards**"). During the Order Term, Stem will maintain physical, administrative and technical security measures designed to ensure the availability, integrity and confidentiality of the Customer Data. Stem will periodically maintain archives and back-ups of Customer Data in accordance with Stem's generally applicable disaster recovery and business continuity procedures and industry standards. Customer Data may be stored on media or hardware containing other Stem customers' data both during and after the Order Term, provided such media and hardware are subject to the Data Safeguards.
6. **INTELLECTUAL PROPERTY.** The Subscription Services, Solution, Documentation, Usage and Performance Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Stem and its suppliers. All Customer Data, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer and its suppliers unless otherwise agreed to in the Agreement. All rights not expressly granted to Customer under this Agreement are reserved by Stem.
7. **AUTHORIZED USERS' ACCESS TO SUBSCRIPTION SERVICES.** Customer may permit any of its Authorized Users to access and use the features and functions of the Subscription Services as contemplated by this Agreement. Customer is responsible for all activity under its reasonable control that occurs in its Authorized Users accounts and for Authorized Users' compliance with this Agreement. User IDs may not be shared or used by more than one Authorized User at a time. Customer will prevent unauthorized access to, or use of, the Subscription Services, and notify Stem promptly of any such unauthorized use known to Customer.
8. **CUSTOMER WARRANTY.** Customer represents and warrants that it has all necessary rights, approvals and consents to make the Customer Data available to Stem for use hereunder and that Stem's use of the Customer Data in performing the Subscription Services will not be unlawful or otherwise violate the rights of a third party. Customer further represents and warrants that any Customer Data hosted by Stem as part of the Subscription Services will not contain any viruses, worms or other malicious computer programming codes intended to damage or disable any network, Solutions or data of Stem or any other third party. Finally, Customer will comply with all laws applicable to its purchase and use of the Subscription Services, Services Documentation, and Subscription Services hereunder.
9. **CUSTOMER RESPONSIBILITY FOR DATA.** Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and data Customer is Data Custodian of. Customer will be responsible for delivery of all Customer Data to Stem, and Stem will not be responsible for any liability or loss (including any loss of data) arising from Customer's delivery of such Customer Data through unsecure channels. Customer and its Authorized Users also will have access to the Customer Data once hosted in the Subscription Services and will be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required to access the Subscription Services. Prior to expiration of the Order Term Customer must extract all Customer Data from the Solution. At any time prior to the expiration of the Order Term, upon the reasonable request of Customer and at Customer's cost, Stem will provide Customer with a copy of the Customer Data.

10. WARRANTIES AND DISCLAIMERS.

- 10.1. Limited Warranty. Stem's warranty for the Subscription Services and Solution is set forth in the Agreement. If Customer notifies Stem in writing of any breach of the warranty during the Order Term, Stem will, as Customer's sole and exclusive remedy, provide Support to correct the non-conformance so the Subscription Services operates in accordance with the warranty at no additional cost to Customer.
- 10.2. Disclaimer. THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, AND DOCUMENTATION ARE PROVIDED "AS IS." STEM DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, AND DOCUMENTATION, (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY STEM. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, STEM DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT THE OPERATION OF THE SUBSCRIPTION SERVICES AND SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT STEM MAKES NO WARRANTIES OR GUARANTEES THAT THE SERVICES OR USE OF THE SERVICES WILL OPTIMIZE THE SALE, USAGE OR STORAGE OF ENERGY AND THAT CUSTOMER IS RESPONSIBLE FOR ALL ENERGY SALES, USAGE AND STORAGE DECISIONS IT MAKES, WHETHER OR NOT MADE IN CONJUNCTION WITH USAGE OF THE SERVICES.
- 10.3. Indemnity By Customer. Customer will defend at its expense any suit brought against Stem by a third party, and will pay any settlement Customer makes or approves, or any damages awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Customer's use of the Subscription Services, Solution, Service Documentation, or Customer Data, or due to any claim that the Customer Data infringes or misappropriates the intellectual or proprietary, or other rights of any such third party. Stem will promptly notify the Customer in writing of any threatened or actual claim or suit. Customer will have sole control of the defense or settlement of any claim or suit. Stem will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. An indemnifying party will not settle any such action without the written consent of the indemnified party (which consent will not be unreasonably withheld or delayed).

11. EFFECT OF TERMINATION. The following shall occur upon termination or expiration of the Agreement for any reason:

- 11.1. Customer's right to access or use the Subscription Services immediately ceases;
- 11.2. Except as expressly set forth in this Section, all rights and licenses will terminate;
- 11.3. Stem will continue to have the right to use the anonymized Customer Data for analytic, research and development purposes as detailed herein.
- 11.4. Each party will continue to have the right to use any Usage and Performance Data made available to it during the Term provided that such use complies with the restrictions set forth herein; and
- 11.5. If this Agreement is terminated for any reason other than a material breach by Stem, any Termination Charges will be accelerated and immediately become due and payable by Customer.