

Custom Deployment Services – PowerTrack™ Asset Performance Management (APM)

This Exhibit applies if Customer purchases any Custom Deployment 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.** 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. SERVICES DESCRIPTION.

- 1.1. Services Scope. The Services 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 Project 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 System 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 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 Implementation Service Charges, 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 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. If acceptance procedures have not been agreed to, they will be promptly agreed to in advance of Stem's completion of installation of the Solution.
- 3.8. Timely Decisions. Decisions to be made by Customer will be made promptly and without unreasonable delay. Customer understands that any delay may impact timing for completing the Implementation Services and other estimates provided in this Exhibit.
- 3.9. 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.
- 3.10. Technical Documentation. Customer will provide Stem with access to technical documentation, including electrical drawings, communication schematics, utility requirements, and any other materials necessary to provide a complete solution design, integration, and testing.
- 3.11. Customer Approval. Customer is responsible for reviewing and approving Stem deliverables prior to the procurement of hardware and the configuration and testing of software.
- 3.12. Verification. Customer will verify all procedures are accurately described.
- 3.13. 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.
- 3.14. 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.
- 3.15. 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.
- 3.16. 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.
- 3.17. 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.
- 3.18. 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.

3.19. 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 Custom Deployment Services as defined in the Order.

5.2. Charges Based on Assumptions. The Custom Deployment Services Charges stated in the Order are based on the assumptions stated herein; in the Project Proposal; and the information provided to Stem as of the Order Effective Date. Any further Custom Deployment Services beyond those set forth in this Exhibit will be subject to a Change Order to the Order that will reflect the mutually agreed upon incremental work effort and associated Implementation Service Charges.

5.3. Expenses. Stem will invoice Customer (and Customer will pay) the Custom Deployment Services Charges and for reimbursable expenses in accordance with the Order.

5.4. Third Party Vendors. Client is expected to contract with any applicable third party vendors, such as vendors of business IT systems and application programming interfaces (APIs) , to enable use of the Solution and the Custom Deployment Services. Costs for these third party services are excluded from the Custom Deployment Services Charges and are Client's responsibility.

Subscription Services - PowerTrack™ Asset Performance Management (APM)

This Exhibit for Subscription Services (“**Subscription Services**”) applies if Subscription Services are purchased as part of an Order. 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. SERVICES DESCRIPTION. Stem has developed, and hosts, operates and supports, PowerTrack APM, a software application suite that provides the Customer with the ability to monitor and manage the Customer’s System(s) (the “**Solution**”). The collection of Systems as configured and managed within the Solution is referred to as the “**Portfolio**.” The Solution enables the efficient monitoring and management of the Customer’s Portfolio. 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 – PowerTrack APM (Core).** With a subscription, Customer has access to the following functionality, as made available by Stem and described in applicable Service Documentation:

- 1.1.1. Acquisition and storage of System time-series data
- 1.1.2. Monitoring of System and device level time-series data and alerts/faults
- 1.1.3. Calculation and storage of key performance indicators at the System, device and Portfolio level
- 1.1.4. Custom charting and configurable widgets to display time-series System, device and Portfolio level
- 1.1.5. Configurable user notifications (in-app or email)
- 1.1.6. Configurable Portfolio, System and device level dashboards
- 1.1.7. On-demand and scheduled reports (exportable)

1.2. **Subscription Scope – PowerTrack APM Event Management.** With a subscription, Customer has access to the following functionality, as made available by Stem and described in applicable Service Documentation:

- 1.2.1. Automatic aggregation of related alerts and faults into events
- 1.2.2. Configurable rules for defined and prioritization of active events
- 1.2.3. Configurable dashboards for efficient viewing, sorting and filtering of events
- 1.2.4. Configurable notification of users when events occur
- 1.2.5. Workflows to view event details/conditions, acknowledge events, assign events to users, change event priorities, and add/track notes

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 (Including a Primary User), and Customers designated Trading Partners (and their Authorized Users) to access the Subscription Services.
- 2.2. “**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.

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 on the applicable Order as ordered and paid for pursuant to the Order.

3.2 Access to the Subscription Services. Stem during the Order 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 Service 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 or use the the Stem Technology , other than the Authorized Users, as authorized under the Agreement; (b) modify, adapt, alter or translate the Stem Technology, except as expressly allowed herein; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the the Stem Technology 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 the Stem Technology or the Solution; (e) use or copy the the Stem Technology except as expressly allowed under this section; or (f) disclose or transmit any data contained in the the Stem Technology 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 the Stem Technology, the Solution, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the the Stem Technology or the 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") located at the following link: www.stem.com/support-powertrack.

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 Stem Technology, or the Solution; or (iii) modification, amendment, revision, or change to the Stem Technology or the Solution by any party other than Stem or Stem-authorized representatives.

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 Stem Technology, the Solution, the 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.** An “Authorized User” is an employee, affiliate, subcontractor of Customer, or any other individual or entity authorized by Customer and approved by Stem to access the Subscription Services under the applicable Order or Exhibit. Customer may allow its Authorized Users to access and use the Subscription Services as provided in this Agreement. 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. For the avoidance of doubt, competitors of Stem and managed services providers are excluded from the definition of Authorized User. Stem reserves the right to charge Customer for any access granted to such entities.
- 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, 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 Section 10.1 of 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 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 (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY STEM. OTHER THAN AS EXPRESSLY SET FORTH IN THIS 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.

- 11. 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, 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).
- 12. EFFECT OF TERMINATION.** The following shall occur upon termination or expiration of this Agreement for any reason: (i) Customer's right to access or use the Subscription Services immediately ceases; (ii) Except as expressly set forth in this Section, all rights and licenses will terminate; (iii) Stem will continue to have the right to use the Customer Data for analytic, research and development purposes as detailed herein; (iv) 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 (v) If this Agreement is terminated for any reason other than a material breach by Stem, any unpaid amounts allocated to the terminated portion of the then applicable Order Term will be accelerated and immediately become due and payable by Customer.