

SaaS Terms of Service

This SaaS terms of service ("**SaaS Terms of Service**") is entered into by and between Stem US Operations, Inc. ("**Stem**") and Customer pursuant to an Order for SaaS Services referencing these SaaS Terms of Service (the "**Order**") as executed by Stem and Customer and is effective as of the Order Effective Date. Following is a listing of the terms of service applicable to the SaaS Services provided through the Order.

RELATED AGREEMENT. This SaaS Terms of Service is issued in connection with the Order and are incorporated and governed by the Stem Offerings Terms and Conditions, which can be accessed at: www.stem.com/termsandconditions. By placing an accepted Order, Customer agrees to be bound by these SaaS Terms of Service and the Stem Offerings Terms and Conditions, collectively forming a binding agreement (the "**Agreement**") between the Parties. This Agreement is effective as of the date the Order is signed by Stem (the "**Order Effective Date**").

1. **STEM SYSTEM ID AND SYSTEM LOCATION INFORMATION.** The identification information of the Customer's photovoltaic (PV) system, energy storage system, or hybrid asset system (the "**System(s)**") associated with the Solution are identified in the Order. The Solution that Stem will provide to the Customer's Systems are referred to as the "**Project**".
2. **ORDER TERM.** The ("**Order Term**") commences on the Order Effective Date. It will remain in effect for a period not to exceed the earlier of (i) the completion of all Services Terms associated with the Services as listed in the Order and (ii) cancellation or termination of the Order.
 - 2.1. **SUBSCRIPTION SERVICES TERM.** The Subscription Services shall commence on the earlier of (i) thirty (30) days after the date that Stem ships the Stem Hardware that will collect System data for the Services; (ii) the date the Solution is set up and ready for production use as certified by Stem; or (iii) if no Stem Hardware is included, sixty (60) days after the Order Effective Date (the "**Subscription Services Commencement Date**"). The Subscription Services will remain in effect until the earlier of (i) the completion of the Subscription Services Term as specified in the Order and (ii) cancellation or termination of the Order.
 - 2.2. **ORDER TERM RENEWAL.** Unless the Order is terminated by a party by giving the other party written notice at least sixty (60) days before to the expiration of the Subscription Services Term, Subscription Services will automatically renew for successive one-year periods on the same terms and conditions, subject to adjustment to the Service Charges (each a "**Renewal Term**"). Stem may modify the terms of the Order by providing Customer written notice of such modification, 90 days before the expiration of the then-current Order Term.
3. **CHARGES AND BILLING.** Charges for the applicable Subscription Services and One-time Services associated with the SaaS Services under the Order (respectively, the "**Subscription Services Charges**" and the "**One-time Services Charges**") are detailed herein. Prices identified in the Order are conditioned upon compliance with the System specifications identified in the Project proposal provided by Stem (the "**Project Proposal**"), unless otherwise mutually agreed upon by the Parties.
 - 3.1. Subscription Charges. Stem will invoice Customer annually, in advance, for Subscription Charges starting on the Subscription Services Commencement Date of each executed Order and on each annual anniversary during the Subscription Services Term for which a balance remains.
 - 3.1.1. Fee Escalation. Subscription Charges may be subject to Fee Escalation upon each anniversary of the Subscription Services Commencement Date ("**Fee Escalation**").
 - 3.1.2. Pro-Rated Subscription Charges. Invoices for Subscription Charges will be prorated for any remainder of the Subscription Services term shorter than twelve (12) months.
 - 3.2. One-time Charges. Stem will invoice monthly, in advance, for all other Service Charges under the Order which may include charges for the following One-time Services.

- 3.2.1. Standard Deployment Services. Standard Deployment Services includes standard customer onboarding and project/site onboarding and Solution configuration services as identified in the Service Documentation.
- 3.2.2. Custom Deployment Services. Any non-standard professional services, software development, or software integration services required ("**Custom Deployment Services**"), will be governed by the Custom Deployment Services Exhibit associated with the Order. If applicable, all charges and fees and taxes "**Custom Deployment Services Charges**" will be detailed in Custom Deployment Services Exhibit.
- 3.3. Payment. All Service Charges and reimbursable expenses are payable within thirty (30) days after the date of the invoice. Customer understands that Subscription Charges must be received by Stem prior to the commencement of the applicable Subscription Service Term. Customer will make payments in U.S. Dollars. Stem may apply interest, up to one and one-half percent (1.5%) per month or the highest rate allowed by law, on any amounts not paid when due. Customer will be responsible for Stem's costs of collecting overdue amounts (including reasonable attorneys' fees).
4. **TERMINATION**. Either Party may terminate the Order (i) upon thirty (30) days' written notice to the other Party of the other Party's material breach of the Agreement, if the breaching Party does not cure the material breach within such thirty (30) day period; or immediately (ii) in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, becomes a party to receivership or similar proceed, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "**Bankruptcy Event**"); or (iii) upon mutual written agreement of the Parties. Termination of any other Order shall have no consequence on the validity of the applicability of the Agreement terms and conditions on any valid Order.
- 4.1. Effect of Termination. Upon the termination or expiration of the Order: (a) Stem's obligations under the terminated or expired Order will cease; (b) Customer will promptly pay all amounts due and owing to Stem for Services delivered prior to the date of termination or expiration, any de-installation fees, and, in accordance with Section 4.2, (Termination Charges) if applicable; and (c) Customer will promptly cease all use of the Service under the terminated or expired Order. Unless otherwise stated in the applicable Order, if any Order hereunder is terminated (1) by Stem due to Customer's material breach pursuant to Section 4 (Termination) of this Agreement or (2) any Order is terminated by Stem due to Customer's Bankruptcy Event pursuant to Section 4; or (3) if Customer terminates any Order without cause or reduces or downgrades any Subscription Service, Customer will, within thirty (30) days of such termination, pay Stem the Termination Charges.
- 4.2. Termination Charges Unless otherwise stated in the applicable Order, the "**Termination Charges**" will consist of (a) the full amount of the Subscription Charges that Customer would have been charged for the remainder of the then-current Order Term and all unamortized costs, including but not limited to equipment purchased on behalf of Customer, third-party charges, and any other costs and expenses incurred on behalf of Customer in connection with the terminated Subscription Services; (b) reimbursement to Stem for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Order; and (c) any additional termination charges set forth in the applicable Order.
- 4.3. Transfer Period. If Customer terminates an Order for cause, the Parties may agree to delay the effective date of termination for up to three (3) months (or as otherwise agreed to in writing) to enable Customer to migrate in an orderly manner to a replacement service, and such delay of termination effect will not be construed as a withdrawal or other reversal of such termination. Similarly, if Stem terminates an Order or its provision of a Service for reasons other than cause, it may, if practicable, technically feasible and lawful under the circumstances, permit Customer to continue using the affected Subscription Service to enable Customer to affect an orderly migration to a replacement service for up to three (3) months. Customer

will continue to be responsible for Subscription Charges and other charges and taxes in accordance with the Agreement during any such period.

5. **EXHIBITS.** This Agreement may include exhibits (each an “**Exhibit**”), each of which is incorporated by this reference. In the event of a conflict or inconsistency between an Exhibit and the Order, the terms and conditions in the Exhibit will take precedence and control, except as expressly stated in the Order. In the event of a conflict between the Order, or the Agreement, the terms and conditions in the Agreement will take precedence and control, except as expressly stated in the Order
6. **REFERENCES.** Section references in this Agreement are deemed to refer to the sections of this Agreement, unless otherwise specified, and Section references in an Exhibit are deemed to refer to the sections of that Exhibit unless otherwise specified. Capitalized terms used but not otherwise defined in the Order or the Exhibit will have the meaning given to them in the Agreement.