

STEM OFFERINGS TERMS AND CONDITIONS

These Stem Offerings Terms and Conditions (“**Terms and Conditions**”) govern the offerings provided by Stem US Operations Inc. and its Affiliates (“**Stem**”) to its customers (“**Customer**”) and are effective upon acceptance by both parties (collectively, the “**Parties**”) of an Order for any of the Stem Offerings referencing these Terms and Conditions. By accessing or placing an order for the Stem Offerings as accepted by Stem, the Customer agrees to these Terms and Conditions. A binding agreement (the “**Agreement**”) is deemed effective upon the earlier of (a) the Customer’s access to the Stem Offerings or (b) Stem’s acceptance of any Order placed by the Customer.

WHEREAS Customer or its Affiliates may request that Stem provide SaaS Services; Licensed Software Services; Hardware; or Professional Services, related to the management of renewable power plants and energy storage systems, and Stem desires to provide such Services and Hardware as further set forth herein and referred to as the “**Stem Offerings**”.

Capitalized terms used but not defined in these Terms and Conditions will have the meaning assigned to those terms in Attachment 1 and each associated Order.

THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1. SaaS Services.

- 1.1. Scope. Stem may provide Customer with access to the SaaS Services via the internet, including updates, enhancements, and support as described in this Agreement and any associated Orders. The SaaS Services will be made available to Customer solely for its internal business operations, subject to the usage limits and service levels set forth in this Agreement as well as any applicable Service Documentation.
- 1.2. Access and Ownership. Subject to Customer’s payment of all applicable fees and compliance with this Agreement, Stem grants Customer a limited, non-exclusive, non-transferable right to access and use the SaaS Services during the term of this Agreement solely for Customer’s internal business purposes. No software license is granted, and all intellectual property rights in and to the SaaS Services, including any updates, enhancements, or derivative works, remain with Stem. Customer shall not modify, copy, distribute, or reverse-engineer the SaaS Services or any part or derivative works thereof.
- 1.3. Changes. Stem reserves the right to change, discontinue, or deprecate all or a portion of the SaaS Services including modifying or removing features or functionality of the SaaS Services, or revising the applicable Service Documentation. Without limiting the generality of the foregoing, such changes will be made only under the following conditions, (i) if required by changes in Stem’s relationship with a third party provider or licensor; (ii) to comply with law or requests or government entities; (iii) to address a substantial economic or technical burden, or a material legal or security risk; or (iv) if Stem determines that use of the SaaS Services by Customer or the provision of the SaaS Services to Customer is prohibited or impractical due to a legal or regulatory reason. Stem may change, discontinue, or add to the Service Documentation for the SaaS Services from time to time by providing notice to the Customer through a method of its choosing. If such changes impair Customer’s ability to access, use, or derive the intended functionality, benefits, or value from the SaaS Services as described in the Agreement, applicable Service Documentation, or Order(s), resulting in a substantial degradation in performance, unavailability of core features critical to the Customer’s operations, or a failure of the SaaS Services to perform in accordance with the agreed Service Documentation, (“**Materially Adverse Effect**”). Customer may notify Stem in writing of such Materially Adverse Effect, and Stem may propose resolutions or workarounds. If Stem is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected SaaS Services upon written notice to Stem and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.
- 1.4. Customer and User Responsibilities. Unless expressly permitted by the terms of this Agreement or any other written agreement Customer has with Stem, the SaaS Service may be used only for the internal business purposes of Customer. Customer may request approval from Stem to enable access to Customer-designated third-party organizations.
 - 1.4.1. Customer is responsible for: (a) maintaining the confidentiality of its User credentials; (b) ensuring its Users comply with the terms of this Agreement; (c) providing accurate and current information necessary for Stem to deliver the SaaS Services; and (d) using the SaaS Services in compliance with all applicable laws and regulations.
- 1.5. Use Limitations.
 - 1.5.1. Customer will not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the SaaS Services or make the SaaS Services available to any third party, other than as expressly permitted by this Agreement; or (b) use the SaaS Services to engage in any illegal, harmful, or unauthorized activities.

1.5.2. Customer's Order may specify usage or deployment limitations relating to the SaaS Services. Stem may enforce such usage limitations by technical or resource restrictions, or Stem may permit excess usage and invoice Customer for such use at Stem's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by Stem, then Customer agrees to limit its usage only to the designated scope and promptly notify Stem if such limitations are exceeded.

1.6. SaaS Services Warranty. Stem warrants that the SaaS Services will operate in substantial conformity with the Service Documentation during the SaaS Services Warranty Period. In the event of any material nonconformity, and subject to Customer providing Stem notice in writing, Stem will use commercially reasonable efforts to correct such issues, and to provide Customer remedies as set forth in the applicable Service Level Agreement. The SaaS Services Warranty does not apply to issues arising from misuse, unauthorized modifications, or external factors beyond Stem's control.

2. Licensed Software Services.

2.1. Scope. Stem agrees to provide Customer with a license to install and use Stem's proprietary software ("**Stem Software**") and third-party software, including open-source Software included as part of the Stem Hardware supplied to Customer under a separate license agreement ("**Third-Party Software**" collectively with Stem Software, the "**Licensed Software**") as specified in this Agreement and any applicable Order(s).

2.2. Third Party Software. Third-Party Software will be governed by such separate license agreements and the applicable Third-Party warranty. Stem shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third-Party Software unless expressly stated otherwise under an accepted Order.

2.3. Access and Ownership. Subject to Customer's payment of all applicable fees and compliance with this Agreement, Stem hereby grants to Customer a limited, non-exclusive, non-transferable, non-sub-licensable, worldwide, revocable right to: (i) use the Licensed Software on its designated hardware or environment for its internal business purposes during the Term, (ii) access, download, and use the Licensed Software and any updates thereto for the purposes of accessing the Services and utilizing the Content; and (iii) to use and display the Content for internal analysis and power plant optimization only. The foregoing license and rights grant is solely for the internal business purposes of Customer and any operator of its equipment or facilities for Customer's benefit, and at all times is subject to this Agreement. Stem and its licensors reserve all rights not expressly granted to Customer under this Agreement. For Third-Party Software, the license is further subject to the applicable third-party license terms, which Customer agrees to abide by. Stem acts solely as a distributor or intermediary for Third-Party Software and disclaims any ownership or additional rights to the Third-Party Software.

2.4. Customer and User Responsibilities. Unless expressly permitted by the terms of this Agreement or any other written agreement Customer has with Stem, the Licensed Software Service may be used only for the internal business purposes of Customer and any operator of its equipment or facilities.

2.4.1. Customer is responsible for: (a) maintaining its licensed environment in compliance with the technical requirements provided by Stem; (b) ensuring that only authorized personnel access and use the Licensed Software; (c) adhering to the usage limits and licensing terms, including those of any Third-Party Software, set forth in this Agreement; and (d) using the Licensed Software in compliance with all applicable laws and regulations and third-party licensing obligations.

2.4.2. Customer and Users shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make available to any third party the Stem Technology; (b) modify or make derivative works based upon the Stem Technology; (c) reverse engineer the Stem Technology or access the Service or any related hardware in order to: build a competitive product or service, build a product using similar functionality, or copy any portion of the Stem Technology; (d) send or store material containing viruses, worms, trojan horses or other harmful or malicious code, files, scripts, agents or programs in connection with Customer's use of the Stem Technology; (e) attempt to gain unauthorized access to the Service, or to any Stem website that is accessible to Customer or other users, or Stem's related systems or networks; (f) "spoof" or impersonate another Stem user or provide false identity information to gain access to or use the Stem Technology; (g) use any Stem Technology for any software benchmarking, research and development, performance measuring, functionality comparisons, or investigative purposes of any kind; (h) remove any copyright, trademark, or other similar notices from the Stem Technology; or (i) use the Third-Party Software in any manner that violates third-party licensing requirements or infringes on the rights of third-party licensors.

2.5. Stem Software Warranty. During the Warranty Period, Stem warrants that the Licensed Software will perform in substantial accordance with the Software Documentation. Stem will, at its discretion, repair or replace any material defects in the Licensed Software, provided that such defects are reported in writing to Stem within the Warranty Period and are reproducible by Stem. This warranty does not apply to defects resulting from misuse, unauthorized modifications, or external factors beyond Stem's control.

2.6. Third-Party Software Disclaimer. Stem makes no warranty regarding the performance, compatibility, or suitability of Third-Party Software. Any warranties related to Third-Party Software are as provided by the third-party licensors and are enforceable solely against those licensors. Stem disclaims all liability for any defects, errors, or other issues arising from Third-Party Software.

3. Professional Services.

- 3.1. Scope. Stem may provide Professional Services to Customer as specified in an Order or described in a statement of work ("SOW"). Any SOW referencing these Terms and Conditions will be deemed an Agreement once signed by Customer and accepted by Stem. The Professional Services will be provided subject to the payment of any associated fees for such services. The Order for Professional Services will specify (i) the scope of Professional Services to be performed by Stem, (ii) the agreed fees and methodology of calculating fees (whether fixed or time and material-based), (iii) the resources allocated for such Professional Services, (iv) the specific milestones, deliverables, and overall schedule for completion of stated work, and (v) other mutually agreed upon terms and conditions applicable solely to the referenced scope of the Professional Services.
- 3.2. Delivery and Ownership. Stem agrees that all right, title, and interest in and to any Work Product are the sole property of Customer. At Customer's expense, Stem also agrees to promptly make full written disclosure to Customer of any Work Product and to deliver and irrevocably assign (or cause to be assigned) fully to Customer all rights, title, and interest in and to the Work Product.
- 3.3. Pre-Existing Materials. The Parties acknowledge that in the course of performing the Professional Services, Stem may use pre-existing inventions, software, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or Intellectual Property right owned by Stem or in which Stem has an interest that is pre-existing or developed by Stem other than in performing the Professional Services (collectively "**Pre-Existing Materials**") and that such Pre-Existing Materials shall remain the sole and exclusive property of Stem, except that to the extent any Pre-Existing Materials are incorporated into any deliverable or are otherwise necessary for Customer to use or exploit the Work Product, Stem grants Customer a perpetual royalty-free license to use such Pre-Existing Materials to the extent necessary for Customer to make use of the Work Product. Stem expressly reserves all other rights in and to Pre-Existing Materials.
- 3.4. Maintenance of Records. During the term of this Agreement, Stem agrees to keep and maintain adequate and authentic written records of all Work Product made by Stem for Customer.
- 3.5. Customer Responsibilities.
- 3.5.1. Customer is responsible for providing:
- 3.5.1.1. Stem or Stem's contractors with both physical and remote access to its facilities, equipment, and systems as necessary for the performance of the Professional Services. Stem will not be responsible or liable for any delay in delivery of the Professional Services due to Customer's failure to make its facilities so available.
- 3.5.1.2. all documents and information reasonably required by Stem to perform the Professional Services. Stem shall not be liable for (i) any errors or omissions in documents or information provided by Customer, or (ii) delays or inability to perform the Services due to Customer's failure to supply necessary documents or information upon Stem's request.
- 3.5.2. If Stem requests that Customer review, approve, or provide information essential to the Professional Services, Customer shall respond within five business days. If Customer does not respond within this timeframe, the deliverable will be considered accepted. Stem shall not be liable for any delays resulting from Customer's failure to respond.
- 3.6. Professional Services Warranty. Stem warrants that the Professional Services will be performed in a professional and workmanlike manner, in accordance with industry standards and the specifications outlined in this Agreement. Stem's sole obligation and Customer's exclusive remedy for any breach of this warranty shall be re-performance of the non-conforming Professional Services. Any warranty claim must be made in writing within thirty (30) days of the completion of the affected Professional Services.

4. Stem Hardware.

- 4.1. Scope. To the extent that Customer orders Stem Hardware pursuant to an Order, then the terms of the Hardware Warranty will apply with respect to such Stem Hardware.
- 4.2. Delivery and Ownership. As between Customer and Stem, delivery of the Stem Hardware shall be deemed complete and "**Delivered**" upon transfer to the first carrier.
- 4.2.1. Title and Risk of Loss. Title to and the risk of loss for all Stem Hardware reflected in a relevant Order for any Stem Hardware will transfer to Customer when Delivered. Until Stem receives payment in full for the Delivered Stem Hardware, Customer grants Stem a first priority security interest in any of Customer's existing and after-acquired rights in the Stem Hardware, including all modifications, accessions, accessories, replacements, and proceeds.
- 4.2.2. Inspection and Acceptance. Commencing on the date that the Stem Hardware is Delivered, Customer will have ten-calendar-days (the "**Acceptance Period**") to inspect and accept the Stem Hardware. Such inspection is for visible external damage, defective, or nonconformance with this Agreement or the applicable Order. Customer shall provide Stem written notification of any nonconformity before the completion of the Acceptance Period. Stem will have 15

Business Days to correct or begin the correction of such nonconformity. The Acceptance Period will restart on the date Stem provides conforming goods or provides written notice of correction of any reported nonconformity. Acceptance will occur on the earlier of (i) Stem's receipt of Customer's written notice of Acceptance and (ii) in the absence of Customer's written notice of Acceptance, the expiration of the then-current Acceptance Period.

4.2.3. Delivery Change. A party may request a change in delivery date or location. Such change requires (i) an amendment or change order to the relevant Order, or other documents as agreed between the Parties and (ii) may be subject to restrictions, costs, and rescheduling fees. Customer is solely responsible for all fees associated with any Customer requested changes. Stem does not guarantee acceptance of Customer's request for any change in delivery date or location

4.2.4. Additional Fees and Costs. In the case of an (i) approved change in accordance with subsection 4.2.3, or a delivery rejection by Customer for reasons other than non-conformity, the following fees may apply. Stem will document and invoice Customer for the below-listed fees as applicable.

4.2.4.1. Change Fees. An amount imposed as a result of a Customer requested change in a delivery date, delivery location, or Customer's rejection of delivery.

4.2.4.2. Warehousing Fees. An amount equal to Stem's then current costs associated with placing any portion of the Stem Hardware in temporary storage due to a Shipment rejection by Customer.

4.2.4.3. Administration Fee. An amount equal to 15% of the fees and costs, as stated in subsections 4.2.4.1 and 4.2.4.2 above.

4.3. Firmware. When Customer acquires Stem Hardware, the firmware is installed in executable form (object code) on the devices. Source code is not included. Such firmware is subject to the Licensed Software Services terms of this Agreement.

4.4. Customer Responsibilities. Customer agrees to (a) inspect all Stem Hardware upon delivery and notify Stem of any visible defects or shipping damage in accordance with section 4.2.2; (b) ensure that the Stem Hardware is installed, operated, and maintained in accordance with the Stem's instructions and any applicable documentation; (c) provide a suitable physical environment, including adequate power supply and network connectivity, to support the proper functioning of the Stem hardware; (d) implement and maintain adequate security measures to protect the Stem Hardware from unauthorized access, misuse, or damage; and (e) obtain and maintain any necessary permits, licenses, or approvals required for the installation and use of the Stem Hardware. Customer is responsible for any loss or damage to the Stem Hardware resulting from misuse, unauthorized alterations, or failure to follow Stem's instructions.

4.5. Credential Access. Credential Access means the access granted by Stem to Customer to credential information for Cellular Network Modems and RTAC hardware. Stem may in its sole discretion agree to provide Customer with credential information for accessing the primary gateway or modem. Credential Access is granted (i) "As Is," (ii) without any warranty implied or otherwise, including warranty of merchantability, and (iii) solely to Customer. Customer shall not grant or provide Credential Access to any third party without prior written consent from Stem. Customer shall not use Credential Access to effect any changes or modifications to Stem Software and Stem Technology without Stem's prior written consent. Any alterations to the Stem Hardware configurations made without Stem's consent will void the Stem Hardware Warranty.

4.5.1. Waiver. By its acceptance and utilization of Credential Access, Customer acknowledges that Stem shall in no event be liable for Customer's or any other third party's damages that may occur due to Stem's providing of or Customer's utilization of Credential Access. Customer waives on its behalf and on behalf of its Affiliates, Users, and their respective shareholders, members and partners, and each of their respective representatives, employees, officers, directors, subcontractors, and agents all damages it may have or accrue against Stem, Stem's Affiliates, and their respective shareholders, members and partners, and each of their respective representatives, employees, officers, directors, subcontractors, and agents.

4.5.2. Support. Stem will not support altered or modified software. Support will only be provided for Stem provided Licensed Software Services or Stem Technology as configured initially by Stem.

4.5.3. Fees. Stem may charge reasonable documented fees for support required to restore site operations to the extent such fees are not due to the fault of Stem. Stem shall provide to Customer the results of any root cause analysis conducted to determine fault under this section. The Parties agree no fees will be charged for transferring credentials to Customer. Fees will be invoiced by Stem and paid by Customer pursuant to the Agreement terms.

4.6. Stem Hardware Warranties. To the extent that Customer orders any Stem Hardware pursuant to an Order, the terms of the Stem Hardware Warranty will apply with respect to such Stem Hardware.

5. Intellectual Property Ownership.

5.1. Stem Ownership. Except for the express rights licensed or granted under this Agreement, Stem alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Stem Technology and to any suggestions, ideas,

enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Stem Technology. This Agreement is not a sale of and does not convey to Customer any rights of ownership in or related to the Stem Technology or any Intellectual Property Rights owned by Stem.

- 5.2. Customer Ownership. All Customer Data, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer and its suppliers. Notwithstanding the foregoing, Customer grants Stem a perpetual, non-exclusive, worldwide, royalty-free license to use, analyze, and derive value from anonymized Customer Data, solely for purposes such as training artificial intelligence models, creating benchmarks and insights, conducting analysis, improving the Subscription Services, and other legitimate business purposes, provided that such use does not disclose the source of the data, Customer's identity, or any personally identifiable information or metrics that disclose the system performance. All rights not expressly granted to Customer under this Agreement are reserved by Stem.

6. Privacy & Security; Data Access and Disclosure.

- 6.1. Privacy. All of the information to which Stem may have access pursuant to this Agreement, is subject to Stem's privacy statement and applicable laws. Please go to <https://home.alsoenergy.com/privacy/> to see Stem's full privacy statement. This policy is expressly incorporated into and made a part of this Agreement.
- 6.2. Data. Customer hereby consents to Stem's collection of Usage Data regarding its renewable energy system, and to its use of Customer's internet access systems to transmit Usage Data to Stem. Customer acknowledges and agrees that Stem requires the ability to share data with relevant third parties in order to provide its monitoring and reporting services. This data may include such elements as energy production information, fault information, or asset information such as the model and serial number of a device. These third parties may include entities such as the system integrator or operations and maintenance provider who installs and/or maintains the system, the manufacturer of the inverter used in the system, a government regulatory agency providing financial incentives for the system, or a utility company. These third parties typically require this shared information in order to provide their own products and services in support of the Customer's renewable energy system. Stem may also provide data in a form whose source cannot be individually identified, and the identity of the Customer is not revealed to third parties who are not directly connected to or involved with the monitored system. Such third parties might include research firms, government agencies, and the like.

7. Use Guidelines & Restrictions.

- 7.1. Technical Requirements. Stem makes no guarantees, provides no Service Level Agreement, and offers no support for web browsers that are not included in the list of supported web browsers, as outlined in the applicable Service Documentation. The list of Supported Web Browsers will be made available to Customer by Stem through a method of its choosing. Customer is solely responsible for any breaches of this Agreement or failure of Stem to provide any Services hereunder due to Customer's failure to use the web browsers as per the Service Documentation for each Service ordered.
- 7.2. High Risk Uses. Customer and Users may not use the Service for any ultra-hazardous activity, life support and/or safety critical applications or for applications in facilities where failures could result in harm to human health or safety threats to the environment.
- 7.3. End User Terms. Customer is responsible for all activity occurring under its and its User's accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service and any other Stem Technology, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) require all Users to use the Services subject to the terms of this Agreement and such access shall be subject to end user terms of use as set forth by Stem on its web site; (ii) notify Stem immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (iii) report to Stem immediately and use reasonable efforts to stop immediately any copying or distribution of Content to unauthorized third-parties that are known or suspected by Customer or its Users to have accessed any Stem Technology.

8. Customer Data.

Unless expressly provided in this Agreement, Stem does not own any Customer Data. Customer, not Stem, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Stem shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event of data loss or corruption, Stem will make reasonable efforts to restore Customer Data from Stem's own backup systems or to recapture Customer Data from the Customer's field installations or backup systems. In the event this Agreement is terminated (other than by reason of Customer breach) or expires, Stem will make available to Customer a means to access the Customer Data within 30 days of termination or expiration of this Agreement if Customer so requests at the time of termination or expiration. Stem reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment.

9. Third Party Interactions.

Customer and Users recognize that the third-party providers of their data generating equipment, including their inverter or energy storage system equipment, software, or services, may cease to operate or to interoperate properly with the Service provided by Stem. If the

failures are due to hardware or software changes that do not comply with the device specifications at the time of installation, Stem will use best efforts to support the sites. However, Customer and Users may not receive the benefits of Stem's application for monitoring, collecting, reporting and displaying data generated by their renewable energy system and Customer and Users will not be entitled to any refund, credit, or other compensation if that occurs.

10. Charges and Payment of Fees.

Customer shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable pursuant to the Order(s). The initial charges will reflect the Stem Technologies and Stem Hardware contracted by Customer. All payment obligations of Customer are non-cancelable, and all amounts paid are nonrefundable (except as expressly set forth in this Agreement). Customer is responsible for paying for all licenses ordered under an Order for the entire Term, whether or not such licenses are actively used. Customer will pay all sales, use, value added or other taxes, customs duties, excise, levy and other taxes on Services hereunder (other than taxes based on Stem's income).

11. Service Level Agreement; Data Storage.

11.1. Support. During the Term of the Agreement and subject to Customer's timely payment of fees when due hereunder, Stem shall provide support services for all SaaS Services purchased by the Customer at the service levels stipulated in the applicable Service Level Agreement.

11.2. Data Storage. Customer Data will be stored and deleted pursuant to the applicable Service Documentation.

12. Term and Termination.

12.1. Term. The term of this Agreement will commence on the date that Stem accepts an Order issued under this Agreement and will remain in effect until expiration or termination of the applicable Order, unless otherwise agreed to by the Parties or unless terminated earlier pursuant to this Agreement (such period, the "**Term**").

12.2. Renewal. Except as otherwise stated in the Order, each subscription for SaaS Services having a fixed and limited initial term will automatically renew for successive periods of one (1) year each, unless either Party elects not to renew by giving 60 days written notice before expiration of the then-current term of the relevant Order.

12.3. Termination. In addition to any other rights granted to Stem herein, Stem shall have the right to suspend or terminate this Agreement and Customer and its Users' access to the Service if Customer's account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to a late fee of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User licenses during any period of suspension resulting from breach of this Agreement or as otherwise set forth in this Agreement. Stem reserves the right to impose a reconnection fee in the event Customer is suspended pursuant to this Section and thereafter requests access to the Service following full payment of the delinquent invoices. Customer agrees and acknowledges that Stem has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.

13. Termination for Cause.

13.1. Material Breach. Either Party may terminate this Agreement if the other Party fails to cure a material breach hereunder within 30 days after written notice specifying the breach and demanding a cure.

13.2. Breach for Non-Payment. Any breach of Customer's payment obligations or unauthorized use of the Stem Technology or Services by Customer and its Users will be deemed a material breach of this Agreement. Stem, in its sole discretion, may immediately terminate this Agreement upon notice to Customer or may terminate its Users' password, account or use of the Service in the event of a breach or failure to comply with this Agreement after the 30-day cure period has expired. Customer agrees and acknowledges that Stem has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13.3. Immediate Termination and Suspension. Notwithstanding anything to the contrary in this Agreement, Stem may at its sole discretion, immediately terminate or suspend access to the Service provided to Customer and its Users for cause, if Stem determines that Customer's use of the Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Stem Technology, Stem, Stem's Affiliates, or any third party, (iii) may adversely impact the integrity of the Stem Technology or the systems or content of any other customer, (iv) may subject Stem, Stem's Affiliates, or any third party to liability, (v) violates the Use Guidelines & Restrictions set forth in section 7 of this Agreement or acts in a manner inconsistent with Customer's Responsibilities as set forth in sections 1.4, 2.4, 3.5, and 4.3 of this Agreement (vi) exceeds the scope of use authorized by Stem, or (vii) if Customer or its Users are or become a direct competitor of Stem for the services provided under this Agreement, except with Stem's prior written consent. Such prior written consent is not granted by this Agreement. Stem shall use commercially reasonable efforts to re-establish access to the Services after Stem determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations. Upon any such termination for cause by Stem, Customer will not be entitled to any refund of any prepaid fees covering the remainder of the

Term after the date of termination.

14. Confidentiality.

14.1. Confidential Information. The Parties will not disclose Confidential Information of the other Party to any person (unless authorized in this Agreement) other than employees or consultants who need to know for the Parties to carry out their obligations under this Agreement and who are bound by confidentiality obligations at least as restrictive as those set forth in this Section. The Parties, including all authorized employees and consultants, will protect and safeguard Confidential Information that they receive from the other Party against unauthorized use or disclosure by procedures no less stringent than those used by the Parties for protecting their own Confidential Information, and, in any event, by use of no less than reasonable care. The Parties, including all authorized employees or consultants, will use the Confidential Information of the other Party, and anything based on or derived from such Confidential Information, only to carry out its obligations and exercise its rights under this Agreement, and only during the term of this Agreement.

14.2. Compelled Disclosure. The extent that the receiving Party is required to disclose Confidential Information of the disclosing Party pursuant to a valid: (i) order of the court, (ii) order of a government agency, or (iii) operation of law, the receiving Party may so disclose such Confidential Information, provided that the receiving Party uses reasonable efforts to limit or restrict the disclosure. Upon termination or expiration of this Agreement each Party will destroy or return, upon written request, all of the other Party's Confidential Information and all copies and embodiments.

14.3. Publicity. Unless expressly provided in an Order, upon acceptance of an Order, for the duration of the term and upon notice to Customer, Stem shall have the right to release or make any announcement and/or social media post, including use of Customer name and logo in relation to the Agreement and the Service. Releases or announcements with Customer name and logo may pertain to Stem and designation as asset performance management provider, monitoring and/or control provider, or bid optimization provider (as applicable) for projects or portfolios (including, but not limited to size of projects or portfolios in MW, and integrated storage system information, etc.)

15. Representations.

Each Party represents and warrants that (i) it is organized, validly existing, and in good standing under the laws of its organization jurisdiction and in each jurisdiction where it is required to be so qualified in connection with the transactions contemplated under this Agreement, (ii) it has the right to enter into this Agreement, (iii) the execution and delivery of this Agreement will not violate the terms of any contract, obligation, applicable law, regulation, or ordinance to which it is subject, and (iv) it shall comply with applicable law in executing this Agreement and the provision or use of any Stem Offerings.

16. Indemnification.

16.1. Indemnification by Stem. If an action is brought against Customer during the term of its license to use Stem Technology claiming that: (a) the licensed Stem Technology infringes any United States or Canadian patent, United States or Canadian copyright or United States or Canadian trade secret rights of a third party within the United States or Canada, or (b) a Stem trademark infringes any United States or Canadian trademark of a third party within the United States or Canada, Stem shall defend Customer at Stem's expense and shall pay the damages and costs finally awarded against Customer in the action specifically on account of such infringement. The foregoing obligations apply only if: (i) Customer notifies Stem promptly upon learning that the claim is or might be asserted, (ii) Stem has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) Customer takes no action that impairs Stem's defense of the claim. If Customer's use of any Stem Services is enjoined, or if Stem wishes to minimize its liability hereunder, Stem may, at its option and expense, either (A) substitute equivalent non-infringing Stem Technology for the infringing item, (B) modify the infringing item so that it no longer infringes but remains functionally equivalent, or (C) obtain for Customer the right to continue using or distributing such item. If none of the foregoing is feasible, Stem will discontinue the use of the infringing portion of the Stem Technology, which are subject to the injunction and refund to Customer the applicable fees already paid for such Stem Technology, prorated to the extent Customer did receive the benefit of such Stem Technology. The indemnity in this Section will not apply if and to the extent that the infringement claim results from (i) a correction or modification or bundling of products or services not provided by Stem, (ii) a failure by Customer to promptly install an update, (iii) the combination of the Stem Technology with other items not provided by Stem, or (iv) Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

16.2. Indemnification by Customer. Customer shall indemnify, defend and hold Stem and its officers, directors, employees, shareholders, agents, successors and assigns (each the "**Stem Indemnities**"), harmless from and against any claim, demand, lawsuit, cause of action or losses of any nature whatsoever, suffered or incurred by Stem or any of the Stem Indemnities, arising out of, or in connection with: (i) the improper or illegal use of any data obtained by, or procured from the Stem Technology or as a result of the services performed by Stem; (ii) the misuse of the Stem Technology by any of the Users or Customer itself; (iii) any unauthorized changes to the configuration of the Stem Hardware as identified in Section 4.5; (iv) the use of any other hardware or software of Customer with the Stem Technology; (v) breach of this agreement by Customer; and (vi) claims by Users unless such claims arise out of Stem's willful misconduct.

17. Warranty and Disclaimer of Warranties.

All warranty terms are expressly described in sections 1.6, 2.5, 3.6, and 4.6 of this Agreement, and the disclaimers identified in this section apply accordingly.

17.1. Warranty Period. Subject to the terms and conditions of this Agreement, Stem warrants the following during their respective warranty periods (each, a **“Warranty Period”**): (i) SaaS Services: for the duration of the Term, Stem warrants the SaaS Services will be performed as described; (ii) Licensed Software Services: Stem warrants the Licensed Software Services (excluding Third-Party Software, which is subject to the applicable third-party warranty) for the duration of the applicable Stem Hardware warranty; (iii) Professional Services: Stem warrants the Professional Services for thirty (30) days following delivery; and (iv) Stem Hardware: Stem warrants the Stem Hardware for five (5) years following delivery, unless stated otherwise under the Stem Hardware Warranty.

17.2. Warranty Remedies. In the event of a breach of the warranties defined in section 17.1 during the applicable Warranty Period, Stem's sole obligation and Customer's sole remedy with respect to the (i) SaaS Services is as defined under section 1.6 of this Agreement; (ii) Licensed Software Services is as defined under section 2.5 of this Agreement; (iii) Professional Services is as defined under section 3.6 of this Agreement; and (iv) Stem Hardware is as defined under section 4.6 of this Agreement.

17.3. Disclaimers.

17.3.1. SaaS Services and Licensed Software Services. Except as expressly stated in this Agreement, Stem disclaims all other warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade. Stem does not guarantee that the SaaS and Licensed Software Services will be uninterrupted, error-free, free of unknown viruses or other harmful components or that all defects will be corrected. Customer assumes all responsibility for determining whether the SaaS and Licensed Software Services meet Customer's requirements.

17.3.2. Professional Services. Except as expressly set forth in this Agreement, Stem makes no warranties, express or implied, regarding the Professional Services provided hereunder. Stem does not guarantee any specific outcomes, results, or achievements from the Professional Services. All Professional Services are provided on an “as-is” basis, and Stem disclaims any implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade. Stem does not warrant that the Professional Services will be error-free, uninterrupted, or entirely free from defects. Customer assumes full responsibility for any decisions or actions taken based on the deliverables or recommendations provided as part of the Professional Services.

17.3.3. Stem Hardware. Except as expressly set forth in the most current published Stem Hardware Warranty, any Stem Hardware purchased under an order are provided to Customer strictly on an “AS IS” basis. Unless specifically warranted herein, all implied warranties of merchantability, fitness for a particular purpose, and noninfringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law. In addition, Stem and its licensors do not represent or warrant that, and hereby expressly disclaim that the Stem Hardware will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; will meet Customer's requirements or expectations.

17.3.4. Third-Party Warranties. Third party hardware or software when provided by Stem is provided as-is and pursuant to the above disclaimers; however, the supplier or publisher may provide their own warranty.

18. Internet Delays.

Stem's Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Stem is not responsible for any delays, delivery failures, or other damages resulting from such problems, even if such delays or failures would otherwise give rise to credits, liabilities, or damages of any kind under this Agreement. Customer acknowledges that in the event of a lapse or failure of its site's internet access, Customer and its Users may not receive the benefits of Stem's application for monitoring, collecting, reporting and displaying data generated by the renewable energy system(s) and, in such case, Customer will not be entitled to any refund, credit, or other compensation, whether expressly set forth in this Agreement or otherwise.

19. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 16.1, STEM'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE APPLICABLE ORDER,

19.1. IN THE MOST RECENT TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM

19.2. THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE PROFESSIONAL SERVICES OR THE STEM HARDWARE.

20. Local Laws and Export Control.

20.1. US Export Control. Stem provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the Stem Technology and provision of any materials by Stem under this Agreement shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

20.2. Encryption. The Stem Technology may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

20.3. Customer’s Responsibilities. Stem and its licensors make no representation that the Stem Technology is appropriate or available for use in locations other than the United States of America, Canada, Switzerland and/or the European Union. If Customer uses the Stem Technology from outside the United States of America, Canada, Switzerland and/or the European Union, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. Customer hereby warrants that none of the Stem Technology is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

21. Notice.

Stem may give notice by electronic mail or by written communication sent by first class mail or pre-paid post to Customer’s e-mail address or physical address on record in Stem’s account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) business hours after mailing or posting (if sent by first class mail or pre-paid post.). Customer may give notice to Stem (such notice shall be deemed given when received and acknowledged by Stem) when sent by email sent to legal.documents@stem.com.

22. Modification to Terms.

Stem reserves the right to update or modify the terms and conditions of this Agreement or its policies that are incorporated by reference herein, at any time after the second anniversary of this Agreement by notice to Customer. Any material changes will be communicated to Customer via email or other reasonable means, and the updated Terms will be posted at www.stem.com/termsandconditions. Such changes will become effective thirty (30) days after notice is provided unless otherwise stated. If such modification results in a Materially Adverse Effect on Customer which cannot be resolved pursuant to Section 1.3 of this Agreement, this Agreement may be terminated by Customer by notice to Stem within thirty (30) days of Customer’s receipt of such modification. If Customer continues to use the Stem Technology, Customer will be deemed to have accepted any modifications to the terms of this Agreement and any policy that is incorporated by reference into it.

23. Assignment; Change in Control.

Neither Party may assign this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without consent to: (a) an Affiliate of the assigning Party, of equivalent financial strength as the assigning Party as at the date of the assignment; (b) an acquirer of substantially all of the assets of a Party; or (c) a successor of a Party by merger or sale of stock, or otherwise. Any purported assignment in violation of this section shall be void. Amendments, additions or waivers of any provisions under the agreements between the Customer and Stem which are based on this agreement, including amendments to or a waiver of this written agreement, shall be made in writing.

24. Dispute Resolution.

Stem and Customer shall use commercially reasonable efforts in resolving any dispute resulting from this Agreement or any Order, or through negotiation between the Parties. If the Parties fail to resolve a dispute within 30 days of the negotiation initiation regarding such dispute, they shall make a good faith attempt to settle such dispute by the current Construction Industry Arbitration Rules of the AAA and administered by the AAA.

25. Survival.

The provisions of this Agreement which by their nature, are intended to survive termination or expiration of this Agreement shall survive

any expiration or termination of this Agreement, including but not limited to: Intellectual Property Ownership, Privacy & Security; Data Access & Disclosure; Use Guidelines & Restrictions; Account Information & Data; Charges and Payment of Fees; Term and Termination; Termination for Cause; Confidentiality, Limitation of Liability, Indemnification, Dispute Resolution, and Governing Law.

26. General.

- 26.1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. This Agreement will be deemed to have been entered into in San Francisco, California. The exclusive venue for the resolution of any dispute will be the state and federal courts of San Francisco, California and each Party hereby consents to the exclusive jurisdiction of such courts.
- 26.2. Entire Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Except pursuant to Section 22, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.
- 26.3. Severability. If any provision of this Agreement is construed to be invalid or unenforceable, such provision will be eliminated or, if possible, modified as necessary to make the provision enforceable and to effect the Parties' original intent as closely as possible, and the remaining provisions will remain in effect.
- 26.4. Independence. No joint venture, partnership, employment, or agency relationship exists between Customer and Stem as a result of this agreement or use of the Service.
- 26.5. Waivers. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 26.6. Excusable or Delayed Performance. If, for any reason beyond the reasonable control of a Party, including, without limitation, acts of God, earthquakes, floods and other insurrections, strikes, transportation conditions, labor or material shortages, riots or fires, such Party is unable to perform in whole or in part its obligations set forth in this Agreement, such Party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform, so caused, will not make such Party liable to the other Party; provided that the Party unable to perform has notified the other Party of such inability within one week of the onset of such inability.

Nothing in this Agreement is intended to confer any benefits on any person other than the Parties to this Agreement as identified in each Order or their respective successors or permitted assigns.

Attachment 1 – Definitions

1. **“Authorized User”** means any individual who is an employee of Customer, or such other person or entity as may be authorized by Customer and approved by Stem to access the Subscription Services pursuant to Customer’s rights under this Agreement, as set forth in the Order or an Exhibit.
2. **“Acceptance Period”** has the meaning set forth in Section 4.2.2 of these Terms and Conditions.
3. **“Affiliate”** means, with respect to any entity, any other entity or person that is Controlled by, Controlling, or under common Control with such entity, where “Control” is defined as the power to direct the management and policies of an entity, whether through voting rights, contract, or otherwise.
4. **“Agreement”** means these Terms and Conditions, as referenced and incorporated into any accepted Order, together with any schedules, exhibits, or duly executed amendments expressly agreed upon in writing by the Parties.
5. **“Confidential Information”** means information regarding the business of a Party and its licensors and suppliers, including without limitation, technical, marketing, sales, financial, employee, planning, trade secret and other confidential or proprietary information, and information that the receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the disclosing Party. Confidential Information does not include any information that: (a) is in the public domain at the time it is disclosed or becomes part of the public domain after disclosure without the receiving Party’s breach of any obligation owed to the disclosing Party; (b) is already known to the receiving Party, except through a disclosure by the disclosing Party, at the time of disclosure and for which the receiving Party is not subject to restriction of confidentiality; (c) becomes known to the receiving Party from a source other than the disclosing Party without breach of an obligation of confidentiality; (d) is developed by the receiving Party’s employees or representatives without access to or use of any of the disclosing Party’s Confidential Information; or (f) is released for publication by the disclosing Party in writing.
6. **“Content”** means the content of Stem’s website services and the content that is provided to Customer including reports, information, documents, software, products and services that are contained or made available to Customer in the course of using the Software.
7. **“Customer Data”** means any data, information or material provided or submitted by Customer to the Software or Stem’s website while using the Services.
8. **“Designated Nationals”** has the meaning set forth in Section 20.1 of these Terms and Conditions.
9. **“Embargoed Countries”** has the meaning set forth in Section 20.1 of these Terms and Conditions.
10. **“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, all derivatives thereof, and all forms of protection of a similar nature anywhere in the world.
11. **“Order”** means a document, online form, SOW, or other written instrument submitted by Customer and accepted by Stem that references these Terms and Conditions and evidences the purchase of access to the SaaS Services, provision of Hardware and Licensed Services, or Professional Services. By submitting or accepting an Order that references these Terms and Conditions, the Parties agree that such Order is governed by and subject to these Terms and Conditions, which form the binding agreement between the Parties with respect to the offerings specified in the Order. Each Order is independent but subject to these Terms and Conditions unless otherwise expressly agreed in writing by the Parties.
12. **“Licensed Software Services”** means the Software licensed to the Customer by Stem as described in the applicable Order, which permits the Customer to install, access, and use the Software within a specified environment, or as embedded in Hardware supplied by Stem. As used herein, the term “Licensed Software” excludes any SaaS Services provided by Stem. Customer agrees to use the Licensed Software Services solely in accordance with this Agreement and the applicable written documentation published or provided by Stem for the Licensed Software Services (collectively, **“Service Documentation”**).
13. **“Personal Information”** means any information that is related to an identified person, or that may be used to identify an individual, including: first and last name; email address; a home, postal or other physical address or other contact information; title, birth date, gender, occupation, industry, or personal interests; and other personal information necessary or useful to provide a product or service that Customer has requested.
14. **“Pre-Existing Materials”** has the meaning set forth in Section 3.3 of these Terms and Conditions.
15. **“Professional Services”** means those additional, services provided by Stem to assist the Customer in the implementation, configuration, customization, integration, training, or other support of the Stem Technology, as specified and described in the applicable Order. All Professional Services are provided on a time-and-materials or fixed-fee basis, as set forth in the Order, and are separate from the Customer’s subscription to the Software.
16. **“SaaS Services”** means computer software applications, software platforms hosted by Stem and provided as a software-as-a-service solution to Customer. Stem shall provide Customer with remote access to the SaaS Services for the term of Customer’s paid

subscription, as described in an Order. Customer agrees to use the SaaS Services solely in accordance with this Agreement and the applicable Service Documentation.

17. **"Service"** or **"Services"** means the specific services that Customer has been granted license or credentials to access pursuant to the terms of this Agreement under an Order and may include SaaS Services, Licensed Software Services or Professional Services.
18. **"Service Documentation"** has the meaning set forth in Section 12 of Attachment 1 of these Terms and Conditions.
19. **"Service Level Agreement"** the agreement between Stem and User to provide level(s) of service in support of the applicable SaaS Services, and metrics by which that service is measured, and the remedies or penalties, if any, should service levels not be achieved.
20. **"Software"** means the executable version of the software provided to Customer pursuant to an Order that allows Customer to access the Services, and that Stem provides pursuant to the terms of this Agreement.
21. **"Solution"** means (1) the Subscription Services; (2) hardware, software and equipment used by Stem to provide the Subscription Services; (3) know-how, methodologies, processes, and/or Intellectual Property Rights used by Stem to provide the Subscription Services; and (4) all materials, software, data, and information provided by Stem under the Order, including any identifiers, passcodes, or access keys used to access the Subscription Services. The Solution includes any modifications, upgrades, derivative works, and improvements to or of the foregoing.
22. **"Stem Hardware"** means the proprietary hardware or equipment manufactured or otherwise developed exclusively by Stem and provided by Stem to Customer pursuant to an Order. Stem Hardware does not include: (i) any third-party hardware integrated into or supplied alongside the Stem proprietary hardware; (ii) any hardware provided by the Customer or a third party; or (iii) any enclosures, housing, or other components that may contain or integrate with the Stem proprietary hardware but are not themselves manufactured or developed by Stem.
23. **"Stem Hardware Warranty"** means the applicable warranty for Stem Hardware as purchased by an applicable Order, which is the AlsoEnergy Hardware Warranty and Parts Replacement Program for North America. The terms of which are stated at <https://home.alsoenergy.com/terms/warranty/>.
24. **"Stem Technology"** means all of Stem's proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Stem in providing the licenses or Services hereunder, including the Content.
25. **"Term"** has the meaning set forth in Section 12.1 of these Terms and Conditions.
26. **"Third-Party Software"** has the meaning set forth in Section 2.1 of these Terms and Conditions.
27. **"Usage Data"** means data related to Customer's renewable energy system and includes information about energy generation and/or consumption, technical and financial metrics on operations, performance and efficiency of Customer's renewable energy system, environmental data such as weather conditions, wholesale market operations, and the internet protocol address for Customer's internet access.
28. **"User"** refers to: with respect to each renewable energy site, to each individual person, company or legal entity or its employees, representatives, consultants, contractors or agents who are authorized by Customer to use the Service on behalf of Customer.
29. **"Warranty Period"** has the meaning set forth in Section 17.1 of these Terms and Conditions.
30. **"Work Product"** means all works, drawings, products, procedures, documents, deliverables, designs, information, and materials made or developed by Stem in the course of performing the Professional Services or derived from Customer's Confidential Information, other than Feedback and includes all printed, physical, and electronic copies and tangible embodiments of the same.