

Scale Microgrid Solutions Operating, LLC, its subsidiaries and affiliates are each herein referred to individually and collectively as “Buyer”, and the person or entity selling goods or services (collectively, the “Products”) to Buyer is referred to as “Seller.” These terms and conditions of purchase, including Buyer’s Provider [Code of Conduct](#), as each may be amended from time to time (collectively, the “T&C”) and any price list or schedule, quotation, acknowledgment or invoice from Buyer relevant to the sale of the Products, written purchase order for Products and/or Services submitted by Buyer to Seller (each individually or, as appropriate, collectively, the “Purchase Order(s)”), and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Products by Seller to Buyer.

1. General. Seller’s delivery of the Products will manifest Seller’s assent to this T&C. Seller’s commencement of work on the Products subject to the Purchase Order, shipment of any such Products, returning a signed copy of the Purchase Order to Buyer, sending any form of sales confirmation to Buyer, retaining this Purchase Order for ten (10) days without making written objection thereto, billing Buyer for any part of the Products, or indicating in some other manner its acceptance of the Purchase Order, whichever occurs first, shall be deemed acceptance of the Purchase Order including this T&C, to the exclusion of any terms or conditions stated in Seller’s order acknowledgement, quotation, invoice or any other order documentation, which are expressly rejected.

2. Price. Unless otherwise specified in writing by Buyer, the price quoted by Seller for the Products shall remain in effect for sixty (60) days after the date of Seller’s quotation or acknowledgment of Buyer’s order for the Products, whichever occurs first. Prices shall be inclusive of all delivery costs. Seller warrants that the prices for the Products sold to Buyer hereunder are not less favorable than those currently extended to any other customer of Seller for the same or similar articles in similar quantities. All prices shall be in local currency stated in the Purchase Order.

3. Payment; Taxes and Duties. All payments shall be conditioned upon Products being supplied in accordance with the Purchase Order and upon supply to Buyer of 1) a proper invoice and 2) waivers of liens from Seller and all of its subcontractors if required by Buyer. Unless otherwise agreed in writing by Buyer, terms of payment shall be net thirty (30) days from the date of receipt of the invoice. Seller shall be solely responsible for filing all appropriate tax forms and paying all applicable tax, duty, export preparation charges and export documentation charges resulting from the purchase of the Products under the Purchase Order, except that Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of the Purchase Order, excluding income taxes, but subject to any tax exemption certificate to be provided by Buyer to Seller. Buyer may withhold, deduct and/or set off all money due, or which may become due to Seller arising out of Seller’s performance under the Purchase Order or any other transaction with Buyer.

4. Delivery; Title and Risk of Loss; Shipment. Seller will arrange for delivery of the Equipment by a carrier chosen by Seller. Each delivery from Seller to Buyer shall include a commercial invoice with the following information written in English, as applicable: (i) a detailed description of the goods being shipped; (ii) quantity of goods; (iii) weight of the shipment, both net and gross; (iv) value of the shipment, per unit and in total; (v) Harmonized System (HS) code; (vi) Country of Origin of goods; (vii) Importer of Record (“IOR”); (viii) the applicable Incoterms (should match those set forth in the Purchase Order); (ix) final destination; (x) the Export Control Classification Number of the items being shipped; (xi) the export license number applicable to the items being shipped (indicate “NLR” if no license is required); and (xii) Customs Clearance Instruction Statement. Time is of the essence in delivering the products under this T&C. If delivery of Products (including rendering of services) is not completed by the time stated in the applicable Purchase Order, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate such Purchase Order by notice effective when received by Seller as to Products not yet shipped

(or services not yet rendered) and to purchase substitute items or services elsewhere and charge Seller for any loss incurred. Unless otherwise provided in the applicable Purchase Order, Buyer shall pay reasonable shipping costs in accordance with its shipping instructions, but Seller shall be responsible for packaging, shipping, and safe delivery, and shall bear all risk of damage or loss until the Products are delivered to Purchaser's location identified on the face of the Purchase Order. Unless otherwise specified in writing, title to all Products covered by this T&C shall pass to Buyer upon shipping at Seller's facility identified on the face of the Purchase Order and Seller shall provide a bill of lading to Buyer to confirm such transfer of title.

5. Inspection. Payment for the Products delivered hereunder shall not constitute acceptance thereof. Buyer, upon receiving possession of the Products, shall have a ten (10) day opportunity to inspect the Products and to reject any or all of said Products which are in Buyer's good faith judgment defective or non-conforming to the requirements of the Purchase Order. Products rejected may be returned to Seller at Seller's expense and, in addition to Buyer's other rights, Buyer may charge Seller for, without limitation, all expenses of unpacking, examining, repacking, reshipping and any other damages that may result from any defect or non-conformity in any Products. In the event Buyer receives Products containing any defects or non-conformities that are not readily discoverable on reasonable examination, Buyer reserves the right to require replacement, as well as payment of damages.

6. Warranties. (a) Seller expressly warrants that all Products furnished under the Purchase Order shall be new, strictly conform to any specifications, drawings, samples or descriptions provided by Buyer and be free from defects in design, material or workmanship. Seller warrants that all such Products will conform to any statements made on any containers or labels or advertisements for such Products, and that any Products will be adequately contained, packaged, marked, and labeled. Seller warrants that the Products shall conform to all applicable technical and safety provisions and comply with all applicable industry, federal, state, local laws, regulations, directives and standards including, but not limited to, those concerning safety, labor, health, environmental and fire. Seller further warrants that all Products furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which Products of that kind are normally used. If Seller knows or has reason to know the particular purpose or end-use for which Buyer intends to use the Products, Seller warrants that such Products will be fit for such particular purpose or end-use. Inspection, testing, acceptance or use of the Products furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Seller warrants that it has good title to and the right to sell the Products and that the Products are free and clear of all claims, liens and other encumbrances of any kind. Seller's warranty shall run to Buyer, its successors, assigns, customers and users of Products sold by Buyer. Seller agrees to replace or correct defects of any Products not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such non-conformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects and/or replace non-conforming Products promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Products and charge Seller for the cost incurred by Buyer in doing so. (b) Seller warrants that the Products sold do not infringe any valid patent, copyright or other intellectual property rights in existence as of the date of shipment. In the event such Products are held or alleged to infringe such a patent, copyright or other intellectual property, and the use of such Products is enjoined, or in the case of a compromise or settlement by Seller, Seller shall, at Buyer's option, procure for Buyer the right to continue using such Products, or replace them with non-infringing Products, or modify the same to become non-infringing, or grant Buyer a credit for the value of such Products and accept return of them.

7. Ownership of Work Product. All materials, any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks created or prepared for Buyer using Buyer's Information (collectively "**Inventions**") shall belong exclusively to Buyer. Standard

Products manufactured by Seller and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Inventions. Seller hereby assigns the worldwide rights, titles and interests in and to the Inventions to Buyer. Buyer shall have the right, at Buyer's option and expense, to seek protection by obtaining patents, copyright registrations and any other filings related to proprietary or intellectual property rights. Seller agrees to execute such documents, applications and conveyances and to supply information as Buyer shall reasonably request, in order to permit Buyer, at Buyer's expense, to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world. These obligations survive the expiration or termination of the Purchase Order.

8. Termination. Buyer reserves the right to terminate this Agreement or any Purchase Order, in whole or in part, for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause Seller's suppliers and subcontractors to cease such work. Buyer will reimburse Seller for reasonable, documented expenses (which shall not include indirect costs or lost profits) resulting directly from any such termination for convenience including payment or services rendered until the termination date. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller shall not unreasonably anticipate the requirements of the Purchase Order. Buyer may terminate this Agreement or any applicable Purchase Order for cause in the event of any default by Seller, including without limitation, any late delivery, any delivery of defective or non-conforming Products, any material breach by Seller of this T&C or any Purchase Order within thirty (30) days after written notice of such breach, or failure to provide Buyer, upon Buyer's request, with adequate assurances of future performance. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the circumstances which gave rise to the termination for cause. If it should be determined that Buyer has improperly terminated this T&C or any Purchase Order for cause, such termination shall be deemed a termination for convenience.

9. Force Majeure. If the performance of any obligation arising under this T&C or any Purchase Order is prevented, restricted, or interfered with by causes beyond either party's reasonable control, including without limitation: war; insurrection; riot; terrorism; orders or acts of military or civil authority, or by national emergencies; economic sanction or embargo; cyber-attacks; explosion; vandalism; strikes; lock-outs; work stoppages; fire; earthquake; abnormal weather condition; hurricane; flood; lightning; wind; drought; act of God; changes in law or other binding order (each a "**Force Majeure**"), and if the party unable to carry out its obligations gives the other party prompt written notice of such Force Majeure, then the party invoking this provision shall be excused from the performance of its obligations to the extent affected by such Force Majeure. The excused party shall use commercially reasonable efforts to avoid or remove such causes of non-performance and shall promptly proceed to perform following the end of the Force Majeure. If a Force Majeure event has occurred and continues for a period exceeding sixty (60) consecutive days, Buyer shall be entitled to serve upon Seller thirty (30) days' notice to terminate this T&Cs or any applicable Purchase Order. If at the expiry of the thirty (30) days' notice period, the Force Majeure shall continue, this T&Cs or the applicable Purchase Order shall terminate, and neither Party shall have further liability to the other Party, except for any payments due and owing at the time of such termination.

10. Insurance. Seller, and any of Seller's suppliers or subcontractors, if applicable, shall maintain all necessary insurance coverages including products liability, property damage, fire and explosion, and liability for accidents and injuries to the public or to employees in the following minimum amounts: (a) Comprehensive General Liability of at least \$1,000,000 per occurrence/\$2,000,000 aggregate; (b) Auto Liability: \$1,000,000 Combined Single Limit; (c) Workers' Compensation Insurance in accordance with state statutory requirements including Employer's Liability of \$1,000,000 per incident; (d) Umbrella Liability: \$5,000,000 per occurrence. Buyer reserves the right to require higher limits depending on the

Products. All required policies (excluding Worker's Compensation) shall include Buyer, its parent(s), subsidiaries, affiliates, directors, officers, and employees, as well as Buyer's lenders or financiers to the extent required by Buyer, as additional insureds and shall contain a waiver of subrogation in favor of the same parties. Upon Buyer's request, Seller shall provide to Buyer a Certificate of Insurance prior to the commencement of the Purchase Order and annually upon policy renewal or whenever there is a material change in coverage. Seller's failure to provide a Certificate of Insurance, and Buyer's failure to request a Certificate of Insurance, shall not constitute a waiver of this requirement. All loss resulting from the failure to affect such insurance shall be assumed by Seller. The compliance of Seller with these insurance requirements shall not relieve or limit Seller's liability.

11. Limitation and Exclusion of liability. (a) Each party's liability for any direct and actual loss or damage however arising under the Purchase Order shall be limited, during each calendar year, for the breaching party's out-of-pocket, to the total value of fees paid under the Purchase Order by the Buyer to the Seller during the prior twelve (12) months ("**Liability Cap**"). This Liability Cap shall not apply to (i) any amount to be paid by Seller's insurance according to the coverage limits set forth in the "Insurance" section above; (ii) third party claims for property damage, personal injury, or death; (iii) liability to which applicable law does not permit any limitation; (iv) damages for breaches of confidentiality; (v) Seller's indemnification obligations or liabilities arising under the Purchase Order for third party intellectual property right infringements; or (vi) Seller's liabilities arising under controlled goods & export laws or foreign trade regulations. (b) NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS INDEMNIFIED PERSONS FOR ANY DAMAGES, WHETHER SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS T&C OR THE PURCHASE ORDER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. This exclusion shall not apply to (i) damages for breaches of confidentiality; (ii) Seller's indemnification obligations or liabilities arising under the Purchase Order for third party intellectual property right infringements; or (iii) Seller's liabilities arising under controlled goods & export laws or foreign trade regulations.

12. Indemnification. Seller shall indemnify, defend and hold harmless Buyer, Buyer's customers, insurers and affiliates and their managers, officers, members, parents, affiliates, subsidiaries, employees, agents, successors and assigns against any suits, actions or proceedings at law or in equity (including consequential and incidental costs, expenses and reasonable legal fees incurred in connection with the defense of any such matter) and all claims, losses, damages, judgments, obligations, liabilities, costs and expenses arising out of or resulting in any way from: (i) any breach of the representations, warranties, covenants, agreements and/or obligations of Seller under Applicable Laws; (ii) any defects in the Products purchased hereunder; or (iii) any claim of infringement (including patent, trademark, copyright, industrial design, proprietary right or other intellectual right, or misuse or misappropriation of trade secret) arising out of the purchase, sale or use of the Products covered by a Purchase Order whether such Products were provided alone or in combination with other goods, services, software or processes. In complying with the provisions of this paragraph, Seller shall actively and at its own expense defend Buyer against any claim, provided that, if in Buyer's sole opinion, Seller fails to mount an adequate defense to any claim, Buyer shall have the right to so defend and Seller shall cooperate with such efforts and shall indemnify Buyer therefore as provided in this paragraph. This indemnification shall be in addition to the warranty obligations of Seller. Seller's obligations hereunder shall survive the expiration or termination of this Purchase Order.

13. Compliance with Laws and Provider Code of Conduct. Seller represents, warrants and covenants that it has complied, and will continue to comply with all applicable laws, including without limitation, any and all federal, state and local laws and statutes of the United States as applicable, Fair Labor Standards Act of 1938, Occupational Safety and Health Act of 1970, Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, Family and Medical Leave Act of 1993, as each may be amended from time to time,

and any and all other identification and procurement of required permits, certificates, approvals and inspections, labor and employment obligations, affirmative action, wage and hour laws and any other laws which subsequently become applicable (collectively, “Applicable Laws”). Seller represents, warrants and covenants that it has complied, and will continue to comply with, all applicable federal, state and local laws and statutes, including those relating to pollution control, waste disposal, hazardous substances, and protection of the environment, and Seller shall hold Buyer harmless from and against any and all liability due to Seller’s failure to so comply. Seller undertakes to conduct its business in compliance with this T&C in a way that is consistent with the principles set forth in Buyer’s Provider Code of Conduct (available on Buyer’s website) and with the obligations set forth herein and therein, for the duration that this T&C are in full force and effect, to maintain and enforce its own policies and procedures relating to ethical business conduct, to ensure compliance with the Applicable Laws and the Buyer’s Provider Code of Conduct.

14. Prevailing Wages and Apprenticeship. If Seller is performing any services under a Purchase Order, Seller must comply with all state and federal prevailing wage and apprenticeship requirements, including without limitation the Inflation Reduction Act of 2022 (the “IRA”), as applicable to such services. Specifically, Seller must comply with the Prevailing Wage and Apprenticeship Initial Guidance under Sections 48, 48C, and 48E of the IRA, as applicable, and other related provisions, including the requirements set forth in IRS Notice 2022-51. All costs required for compliance with such requirements have been included in the applicable quoted price. Seller shall keep and cause its subcontractors and suppliers to keep and make available as needed, appropriate records of its actions to comply with this provision, and shall promptly provide all such records and other supporting information requested by Buyer to support Buyer’s efforts to secure the maximum value of the investment tax credit (ITC) incentive.

15. Confidentiality; Advertising. Seller shall consider all information furnished by Buyer (“**Confidential Information**”) to be confidential and shall not disclose any Confidential Information to any third-party, or use Confidential Information for any purpose other than the performance of its obligations under the T&C or any Purchase Order, unless Seller obtains written permission from Buyer to do so. As used herein, “Confidential Information” shall include without limitation, any end customer information, plans, photographs, designs, drawings, blueprints, specifications, inventions, technical data, trade secrets and any other materials relating to a Purchase Order or to the business of Buyer. All Confidential Information is and shall remain the property of Buyer. Seller shall ensure that Buyer’s Confidential Information is clearly marked and stored as being the legal property of Buyer and that such information or materials are not used to perform under any contract for any third party. Upon Buyer’s written request, Seller shall promptly return to Buyer all Confidential Information. Seller shall hold Confidential Information in strict confidence using the same degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Confidential Information. Seller will not, without the prior written consent of Buyer, advertise, publicly announce or provide to any other person information relating to the existence or details of a Purchase Order or use Buyer’s name in any format for any promotion, publicity, marketing or advertising purpose.

16. Governing Law. This T&C and any Purchase Order issued hereunder will be governed and construed in accordance with the laws of the state of New York, without regard for its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the parties’ rights or obligations under this T&C or any Purchase Order issued pursuant hereto.

17. Disputes. Any dispute arising from or relating to this T&C or any Purchase Order shall first be referred to the senior management of the parties hereto for resolution. If the parties are unable to resolve any such dispute within thirty (30) days after referral, then either Party may refer the dispute to a court of competent jurisdiction in New York. Each Party will bear its own expenses.

18. Miscellaneous. The rights herein granted are for the benefit of the parties hereto and are not for the benefit of any third person, firm or corporation, and nothing herein contained shall be construed to

create any rights in any third parties under, as the result of, or in connection with the Purchase Order. No part of the Purchase Order may be assigned or subcontracted without the prior written approval of Buyer. Any assignment or transfer of the Purchase Order without such written consent shall be null and void. Where applicable, Seller shall ensure that there is a written contract between Seller and any of its subcontractors supplying services or goods in connection with this T&C which imposes terms equivalent to those imposed on Seller in this T&C ("**Relevant Terms**"). Seller shall be responsible for the observance and performance of the Relevant Terms, and shall be directly liable to Buyer for any breach of any of the Relevant Terms. Seller shall flow down to its supply chain Buyer's requirements and this T&C, as applicable. If any provision of this T&C or application thereof is found invalid, illegal or unenforceable by law, the remainder of this T&C will remain valid, enforceable and in full force and effect and the parties hereto will negotiate in good faith to substitute a provision of like economic intent and effect. This T&C and the Purchase Order contain the entire and only agreement between the parties hereto, and supersede all pre-existing agreements between such parties, respecting the subject matter hereof, and any representation, promise or condition in connection therewith not incorporated herein shall not be binding upon either party hereto. The Purchase Order shall inure to the benefit of, and be binding upon, the successors and assigns of Buyer without restriction. A waiver of any default hereunder or of any term or condition of this T&C shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition hereunder. The relationship between Seller and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither party hereto will represent itself as the agent or legal partner of the other party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.