

TERMS AND CONDITIONS

Scale Microgrid Solutions Operating, LLC, together with its subsidiaries and affiliates (individually and collectively, “Scale”), and the person or entity selling goods or providing services to Scale (referred to as “Company”) agree to these terms and conditions (the “**Agreement**”). This Agreement includes Scale’s Provider Code of Conduct (as amended from time to time), any applicable statement of work (“**SOW**”), written purchase order (“**PO**”), exhibits, attachments, specifications, drawings, and mutually executed amendments or change orders expressly incorporated by reference (each an “**Order Document**” and collectively, the “**Order Documents**”), and all documents incorporated by specific reference herein or therein. Company quotations, proposals, acknowledgements, sales confirmations, and invoices are provided for reference only and shall not modify or supplement this Agreement or any Order Document unless expressly incorporated therein by Scale in writing.

1. General. Scale engages Company to provide the services specified in each mutually agreed and executed SOW (the “**Services**”) or to sell the products specified in each PO (the “**Products**”). Company’s delivery of the Products, commencement of work on the Products or Services, shipment of Products, signed acknowledgment of the PO, sending any form of sales confirmation to Scale, retention of the PO for ten (10) days without written objection thereto, billing Scale for any portion of the Products or Services, or indicating in some other manner its acceptance of the Order Document, whichever occurs first, shall be deemed acceptance of (i) the applicable Order Document and (ii) the exclusion of any terms or conditions stated in Company’s acknowledgment, quotation, invoice or any other documentation, all of which are expressly rejected. Unless expressly identified in the applicable PO or a mutually executed amendment or change order, in the event of a conflict between the terms of this Agreement, the Order Document, or Company’s invoices, the following order of precedence shall apply: (1) this Agreement; (2) the Order Document; and (3) Company’s invoices. This Agreement is non-exclusive, allowing Scale to procure similar services or products from others and Company to serve other customers.

2. Price. Unless otherwise specified in writing by Scale, the price for the Products or Services set forth in the applicable Order Document shall remain in effect for sixty (60) days after the date of Company’s quotation or acknowledgment of Scale’s order for the Products or Services, whichever occurs first. Prices shall be inclusive of all delivery costs. Unless otherwise expressly agreed in a mutually executed change order or amendment, all pricing shall be firm and fixed. Company warrants that the prices for the Products or Services sold to Scale hereunder are not less favorable than those currently extended to any other customer of Company for the same or similar articles in similar quantities. All prices shall be in local currency stated in the Order Document.

3. Payment; Taxes and Duties. Payments are contingent upon (a) delivery of the Products and performance of the Services being made in accordance with the Order Document (including proving Scale with a bill of lading upon shipment of Products), (b) Scale’s receipt of a proper invoice, and, if required, (b) lien waivers from Company and all of its subcontractors. Unless otherwise agreed in writing, payment terms are net thirty (30) days from Scale’s receipt of invoice. Company is solely responsible for filing all appropriate tax forms and paying all applicable export duties, tariffs, documentation, and other export-related charges related to the delivery of the Products. Scale shall be responsible for all federal, state, and municipal taxes arising from the purchase of the Products or performance of Services, excluding Company’s income taxes and subject to any applicable tax exemption certificates provided by Scale. Scale may withhold, deduct and/or set off any amounts owed to Company arising out of Company’s performance under the Purchase Order, SOW, or any other transaction with Scale.

4. Performance; Delivery; Title and Risk of Loss; Shipment. Company will arrange for delivery of the Products by a carrier chosen by Company. Each delivery from Company to Scale 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 and performing the Services under each Order Document. If Company fails to deliver the Products or complete the Services by the date specified in the applicable Order Document, Scale may, without liability and in addition to its other rights and remedies, terminate the Order Document by notice effective when received by Company as to undelivered Products or unperformed Services, and to procure substitute goods or services, with any resulting losses chargeable to Company. Company shall promptly notify Scale in writing of any actual or anticipated delay, including the cause of such delay and the corrective actions Company intends to take to mitigate or avoid such delay. Unless otherwise stated in the applicable Order Document, Scale shall pay reasonable shipping costs per its shipping instructions; however, Company shall be responsible for packaging, shipping, and ensuring safe delivery, and shall bear all risk of damage or loss until the Products are delivered to Scale's designated delivery destination, as identified on the face of the Order Document. If applicable, Company shall package, handle and store the Products in accordance with applicable industry standards and manufacturer recommendations to prevent damage or warranty impairment during shipment. Unless otherwise specified in writing in the Order Document, title to all Products covered by this Agreement shall pass to Scale upon shipment at Company's facility identified on the face of the Order Document, and Company shall provide a bill of lading confirming such transfer. Risk of loss shall transfer to Scale upon delivery to Scale's designated delivery destination identified on the Order Document.

5. Inspection. Payment for the Products or Services delivered hereunder shall not constitute acceptance thereof. Scale, upon receiving possession of the Products or upon completion of the Services in accordance with the Order Document, shall have a ten (10) day opportunity to inspect the Products or Services and to reject any or all of such Products or Services which are in Scale's good faith judgment, (i) defective or non-conforming, or (ii) (with respect to any Services) incomplete or fail to meet the Standard of Care (as defined below) or other requirements as set forth in the applicable Order Document. Scale shall provide written notice of any rejection, specifying the basis for such rejection. Upon receipt of such notice, Company shall, at its sole expense, have ten (10) business days to cure the defect, non-conformity, deficiency, or failure to meet the Standard of Care or other applicable requirements, unless a different timeframe is mutually agreed upon in writing. If Company fails to cure within the cure period, Scale may, at its option, (i) return rejected Products to Company at Company's expense and receive a full refund or replacement, (ii) require reperformance of any deficient or incomplete Services to meet the applicable requirements stated in the Order Document; (iii) obtain substitute Products or Services from another supplier at Company's expense, or (iv) pursue any other remedies available under this Agreement or applicable law. In addition to Scale's other rights, Scale may charge Company 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. Notwithstanding any acceptance of the Products or expiration of the inspection period, Company shall remain liable for any latent defects or non-conformities not

readily discoverable upon reasonable examination during the inspection. Scale shall notify Company of any latent defects within a reasonable time after discovery. Upon notice, Company shall, at its sole cost and expense, promptly (a) repair or replace the affected Products, or (b) refund the purchase price for the affected Products and reimburse Scale for any related damages. The remedies in this section are in addition to, and not in limitation of, Scale's other rights under this Agreement or applicable law.

6. Warranties. Company expressly represents and warrants that all Products and Services furnished under the Order Document shall be new, strictly conform to any specifications, drawings, samples or descriptions provided by Scale, and be free from defects in design, material or workmanship at the time of delivery or completion. Company 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. Company 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, labeled and handled in accordance with manufacturer recommendations. Company 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. Company 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 Company knows or has reason to know the particular purpose or end-use for which Scale intends to use the Products, Company 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 Company's obligation under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Company represents and warrants that the Products, as delivered, and the Services, as performed, do not infringe any third-party intellectual property rights, including any valid patent, copyright or other intellectual property rights. In the event a claim or suit alleging infringement arises, Company shall, at its own expense and at Scale's option: (a) procure for Scale the right to continue using the Products or Services; (b) replace or modify the Products or Services to be non-infringing Products; or (c) terminate the affected portion of the Products or Services and provide Scale a pro rata refund for the value of such Products or Services, accepting return of them where applicable. Company's warranty shall run to Scale, its successors, assigns, customers and users of Products or Services sold by Scale.

7. Ownership of Work Product. All materials, designs, drawings, reports, calculations, models, analyses, inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names, and trade or service marks created, developed, or prepared by Company or its subcontractors for Scale using Scale's confidential information or other resources (collectively "Work Product") shall be the sole and exclusive property of Scale. Work Product excludes: (i) Company's standard, off-the-shelf products not specifically designed, customized or modified for Scale; or (ii) Company's pre-existing intellectual property or standard materials developed independently of its work for Scale, and without use of Scale's confidential information or resources. Company hereby irrevocably assigns to Scale all worldwide rights, titles and interests in and to the Work Product. Scale may, at Scale's option and expense, seek protection of the Work Product by obtaining patents, copyright registrations and any other filings related to proprietary or intellectual property rights. Company agrees to assist Scale, at Scale's request and expense, in executing documents, applications, and/or other instruments, and to supply information as Scale reasonably requests, in order to permit Scale to protect, perfect, register,

record and maintain Scale's rights to the Work Product. These obligations shall survive the expiration or termination of this Agreement or any applicable Order Document.

8. Termination. Scale may terminate this Agreement or any Order Document, in whole or in part, for its sole convenience. In the event of such termination, Company shall immediately stop all work hereunder and shall immediately cause Company's suppliers and subcontractors to cease such work. Scale will reimburse Company for reasonable, documented actual, direct and non-cancellable costs (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. Company shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Company's suppliers or subcontractors which Company could reasonably have avoided. Company shall not unreasonably anticipate the requirements of the Order Document. Scale may terminate this Agreement or any applicable Order Document for cause in the event of any default by Company, including without limitation, (i) any late delivery or late performance; (ii) any delivery of defective or non-conforming Products, or failure to meet the Standard of Care (subject to the cure period detailed in Section 5); (iii) any material breach by Company of this Agreement or any Order Document after thirty (30) days written notice of such breach; or (iv) failure to provide Scale, upon Scale's request, with adequate assurances of future delivery or performance. In the event of termination for cause, Scale shall not be liable to Company for any amount, and Company shall be liable to Scale 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 Scale has improperly terminated this Agreement or an Order Document for cause, such termination shall be deemed a termination for convenience.

9. Force Majeure. If the performance of any obligation arising under this Agreement or any Order Document 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; hurricane; flood; lightning; wind; drought; act of God; changes in law or binding governmental orders that directly prohibit performance (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. Any relief granted as a result of a Force Majeure event shall be limited to a reasonable extension of time for performance, and shall not entitle Company to additional compensation or price adjustment. If a Force Majeure event has occurred and continues for a period exceeding sixty (60) consecutive days, Scale shall be entitled to serve upon Company thirty (30) days' notice to terminate this Agreement or any applicable Order Document. If at the expiry of the thirty (30) days' notice period, the Force Majeure shall continue, this Agreement or the applicable Order Document 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. Company, and any of Company'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; and, for those providing professional services, (e) Professional Liability: \$1,000,000 per each wrongful act. Scale reserves the right to require additional insurance coverage, including cyber liability, pollution/environmental liability and warehouseman's liability, where appropriate based on the scope of Products and Services being provided. Scale reserves the right to require higher limits depending on the Products or Services. All required policies (excluding Worker's Compensation) shall include Scale, its parent(s), subsidiaries, affiliates, directors, officers, and employees, as well as Scale's lenders or financiers to the extent required by Scale, as additional insureds and shall contain a waiver of subrogation in favor of the same parties. Upon Scale's request, Company shall provide to Scale a certificate of insurance prior to the commencement of the Order Document and annually upon policy renewal or whenever there is a material change in coverage. Company's failure to provide a certificate of insurance, and Scale'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 Company. The compliance of Company with these insurance requirements shall not relieve or limit Company'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 Order Document shall be limited to the total value of the applicable Order Document ("**Liability Cap**"). This Liability Cap shall not apply to (i) any amount to be paid by Company'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) Company's indemnification obligations or liabilities arising under the Order Document for third party intellectual property right infringements; or (vi) Company'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) Company's indemnification obligations or liabilities arising under the Order Document for third party intellectual property right infringements; or (iii) Company's liabilities arising under controlled goods & export laws or foreign trade regulations.

12. Indemnification. Company shall indemnify, defend and hold harmless Scale, Scale'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 Company 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 performance, purchase, sale or use of the Products or Services covered by a Order Document whether such Products or Services were provided alone or in combination with other

goods, services, software or processes. In complying with the provisions of this paragraph, Company shall actively and at its own expense defend Scale against any claim, provided that, if in Scale's sole opinion, Company fails to mount an adequate defense to any claim, Scale shall have the right to so defend and Company shall cooperate with such efforts and shall indemnify Scale therefore as provided in this paragraph. This indemnification shall be in addition to the warranty obligations of Company. Company's obligations hereunder shall survive the expiration or termination of this Order Document.

13. Compliance with Laws and Provider Code of Conduct. Company 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**"). Company 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 Company shall hold Scale harmless from and against any and all liability due to Company's failure to so comply. Company undertakes to conduct its business in compliance with this Agreement in a way that is consistent with the principles set forth in Scale's Provider Code of Conduct (available on Scale's website) and with the obligations set forth herein and therein, for the duration that this Agreement is 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 Scale's Provider Code of Conduct.

14. Prevailing Wages and Apprenticeship. Company 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 all Services provided hereunder. Specifically, Company 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. Company 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 Scale to support Scale's efforts to secure the maximum value of the investment tax credit (ITC) incentive.

15. Confidentiality; Advertising. Company shall consider all information furnished by Scale ("**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 Agreement or any Order Document, unless Company obtains written permission from Scale 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 an Order Document or to the business of Scale. All Confidential Information is and shall remain the property of Scale. Company shall ensure that Scale's Confidential Information is clearly marked and stored as being the legal property of Scale and that such information or materials are not used to perform under any contract for any third party. Upon Scale's

written request, Company shall promptly return to Scale all Confidential Information. Company 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. Company will not, without the prior written consent of Scale, advertise, publicly announce or provide to any other person information relating to the existence or details of an Order Document or use Scale's name in any format for any promotion, publicity, marketing or advertising purpose.

16. Governing Law. This Agreement and any Order Document 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 Agreement or any Order Document issued pursuant hereto.

17. Disputes. Any dispute arising from or relating to this Agreement or any Order Document 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 Order Document. No part of the Order Document may be assigned or subcontracted without the prior written approval of Scale. Any assignment or transfer of the Order Document without such written consent shall be null and void. Where applicable, Company shall ensure that there is a written contract between Company and any of its subcontractors supplying services or goods in connection with this Agreement which imposes terms equivalent to those imposed on Company in this Agreement ("Relevant Terms"). Company shall be responsible for the observance and performance of the Relevant Terms, and shall be directly liable to Scale for any breach of any of the Relevant Terms. Company shall flow down to its supply chain Scale's requirements and this Agreement, as applicable. If any provision of this Agreement or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Agreement 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 Agreement and the Order Document 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 Order Document shall inure to the benefit of, and be binding upon, the successors and assigns of Scale without restriction. A waiver of any default hereunder or of any term or condition of this Agreement 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 Company and Scale 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.