Terms and Conditions

1. Master Agreement. These Terms and Conditions govern and are incorporated into the Master Agreement made by and between the Provider and Customer identified on the Master Agreement. Unless otherwise defined herein, capitalized terms in these Terms and Conditions shall have the meanings given to them in the Master Agreement. Provider will provide Customer with the Solutions in accordance with the Master Agreement.

2. Use and Access License. For the duration of the Term, Provider grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of the Master Agreement. Without limiting the terms of the Master Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.

3. Confidentiality.
a. *Nondisclosure to Third Parties.* In performing its obligations under the Master Agreement, each Party may receive non-public information of the other Party ("Confidential Information"). Each Party, on behalf of itself and its employees, contractors and agents (collectively, "Representatives"), agrees not to, except as set forth in Section 3(b) or as required by applicable law or regulation, use or disclose Confidential Information during or after the Term without the prior written consent of the other Party. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. Notwithstanding the foregoing, Provider may share Confidential Information with affiliates to the extent permitted by applicable law and the Provider energy procurement advisory process guidelines, as applicable, and as amended from time to time.
b. *Use of Confidential Information.* Customer acknowledges that Provider may receive Confidential Information of Customer from the applicable independent system/grid operator, utility and/or supplier, through data collected through the Solutions or otherwise, which may be used or disclosed by Provider as necessary for the performance of the Master Agreement.

4. Aggregate Data Collection and Usage. Customer acknowledges and agrees that Provider may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to Provider's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

5. Publicity. In connection with the Master Agreement, Customer hereby consents to Provider's use of Customer's name and logo in Provider's promotional materials, including, but not limited to, website, presentations and other printed materials. Provider acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.

6. Indemnification. Provider agrees to defend and indemnify (subject to the terms of this Section), at its own expense, any third party claim against Customer, its parent corporation, affiliates, directors, employees and agents that arise due to any (i) bodily injury, death or damage to tangible personal property to the extent caused by the negligent acts or omissions of Provider or its employees in the performance of the Master Agreement; and (ii) a claim that the Solutions (or any software, hardware, or other component thereof) or any other goods, software or Solutions provided by Provider hereunder (so long as the foregoing have not been altered or modified by a party other than Provider) or the use thereof by Customer infringes upon any copyright, trademark, trade secret or proprietary right of any third party. Provider will pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Customer or agreed to in settlement for such claim provided that Customer gives Provider (i) prompt written notice of any such claim or threatened claim; (ii) sole control of the defense, negotiations and settlement of such claim; and (iii) full cooperation in any defense or settlement of the claim. The foregoing indemnification obligations shall not apply to the extent that any such claims or damages result from goods, software or Solutions provided by a party other than Provider, or are the fault of or caused by the sole acts or omissions of Customer.

7. Limitation on Liability. Except for breaches of confidentiality and claims involving the indemnification obligations contained herein, Provider's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Master Agreement shall not exceed $100,000. In no event shall either Party, its officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Master Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. Warranty Limitations. IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, PROVIDER MAY, AT PROVIDER'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER PROVIDER HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE MASTER AGREEMENT. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. Choice of Law. The Master Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to choice of law rules.

10. Data Enablement. If required by Provider for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of the Master Agreement or an Order Form, as applicable, provide Provider with reasonable access to perform a data enablement for the Solutions, including the installation of an Enel X site server that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. Customer agrees to collaborate with Provider in a timely manner in enabling data for the Solutions and in testing, enabling and maintaining the installed Enel X site server, the Solutions and any other components of the Enel X system.

11. Non-Payment. In the event that Customer fails to make any payment to Provider for undisputed amounts by the date such payment is due, Provider may (i) immediately suspend Customer's access to the Solutions and all related services until payment is received by Provider if payment is past-due by more than ten (10) business days; (ii) offset unpaid amounts due against any demand response payments to Customer; and/or (iii) terminate the Master Agreement or the applicable Order Form if Customer's non-payment continues for more than thirty (30) days following date of written notice of non-payment from Provider. Such remedies are in addition to any legal or equitable remedies available to Provider.

12. Customer's Support Requirements.
a. *Customer Data.* Customer agrees to provide or cause to be provided to Provider such contact, billing and energy usage data, and facility information as is required by Provider to support the Solutions ("Customer Data"). Customer (i) represents that it has the right to provide Customer Data to Provider and will provide Customer Data to Provider in compliance with applicable legal requirements; (ii) authorizes Provider to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 4 of these Terms and Conditions; and (iii) authorizes Provider to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the Term and for thirty (30) days following expiration or termination of the Master Agreement, Provider will preserve and maintain Customer Data. Thereafter, Provider will have no obligation to preserve or return any Customer Data.
b. *Demand Response.* If Customer is enrolled in a demand response program, Customer represents and warrants it has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined in the applicable Program Rule Attachment attached to the applicable Order Form) when notified by Provider during demand response events. If Customer is enrolled in a demand response program utilizing on-site electric generation, Customer further represents and warrants that (i) it holds all applicable federal, state, and local licenses and/or permits that are required for the proper participation in such demand response program; and (ii) when responding to a demand response event, it will comply with, and be responsible for any violation of, federal, state, and local regulations.

13. Provider Limitation. Provider shall be Customer's exclusive provider during the Order Term for the site addresses listed on the Site Address Attachment for any demand response program and/or demand management services, irrespective of whether such program and/or service is set forth in an Order Form.

14. Payments to Utilities or Other Suppliers. In no event shall Provider or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against Provider or agreed to in settlement for such claim.

15. Miscellaneous. Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Provider; except that Customer may assign the Master Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing Provider with written notice promptly following the acquisition date. The Master Agreement, including any addenda, exhibits and attachments, constitutes the entire agreement between Provider and Customer with respect to Provider's provision of the Solutions identified on an Order Form, and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, the Master Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Master Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Master Agreement.

16. Taxes. Fees, costs, and expenses described in the Master Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/ services taxes. Provider may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse Provider for all taxes (other than taxes based on Provider's income), unless Customer has provided adequate evidence of exemption upon execution of the Master Agreement. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that Provider receives the full amount of fees invoiced, and provide Provider with applicable evidence of withholding.

17. Termination. Either Party may terminate (i) the Master Agreement or the applicable Order Form in the event of the other Party's material breach, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) the Master Agreement or any Order Form immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) the Master Agreement for convenience by giving the other Party sixty (60) days prior written notice, provided, however, that neither Party may terminate the Master Agreement so long as any Order Form thereunder remains in effect. In addition, if Customer is enrolled in a demand response program, either Party may terminate the portion of the Order Form applicable to such program (iv) if such program is materially altered, suspended or ended; or (v) in accordance with the terms set forth in the applicable Program Rule Attachment attached to the Order Form.

18. Notices. Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to Provider at Enel X North America, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at the Customer address indicated on the Master Agreement. If notice is sent by electronic mail, such notice shall be sent to Provider at contractmanagement.enelxnorthamerica@enel.com; and/or to Customer at the email address, if any, indicated on the Master Agreement.

19. Insurance. Provider shall maintain the following insurance: (i) Commercial General Liability Insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability Insurance with limits of $1,000,000 per occurrence combined single limit; and (iii) Workers' Compensation and Employers' Liability Insurance with limits of not less than $500,000. All insurance carriers must have an AM Best rating of A-VIII or better. At Customer's request, Customer shall be listed as a certificate holder and additional insured on the Commercial General Liability policy. Customer shall be notified in writing at least thirty (30) days prior to cancellation of any insurance policy.

20. Ethics and Anticorruption. Provider declares that in managing its business activities and its relationships, it adheres to the principles contained in its Code of Ethics, the Zero Tolerance of Corruption Plan and the Organisation & Management Model adopted pursuant to Italian Legislative Decree 231/2001 (available at https://www.enel.com/investors/a/2016/08/code-of-ethics). Moreover, as a subsidiary of Enel S.p.A., Provider declares its adherence to the United Nations Global Compact. Provider wishes its counterparties to refer to the same principles in managing their business activities and relationships. Provider prohibits any promises, offers, or

requests of illegal payments, in cash or other benefits, with the objective of gaining an advantage in its relationships with stakeholders, and this prohibition is extended to all of its employees.

21. Privacy Laws The parties shall comply at all times with the requirements of applicable data privacy laws, including Regulation (EU) 2016/679 known as the General Data Protection Regulation, as may be amended from time to time. The Privacy Notice Standard available at www.enelx.com/northamerica/privacy-policy shall form part of the Agreement and is hereby incorporated by reference.