

OpenDSO™ Core Platform Software License and Annual Subscription Agreement

This OpenDSO™ Core Platform Software License and Annual Subscription Agreement ("Agreement") is dated [EFFECTIVE DATE] (the "Effective Date") by and between Open Energy Solutions Inc. having a principal place of business at 5201 Great America Parkway., Suite 320, Santa Clara, CA 95054 ("OES") and [CUSTOMER NAME] ("Licensee") having a principal place of business at [CUSTOMER ADDRESS] and governs all use by Licensee of the Licensed Software (defined below). This Agreement provides Licensee with a commercial production license to the Licensed Software for deployment on the Google Cloud Marketplace for the Subscription Term set forth herein. OES makes the Licensed Software available through the Google Cloud Marketplace, and Licensee's use is also subject to the applicable Google Cloud Marketplace terms and conditions. By accessing or using the Licensed Software, Licensee is agreeing to the terms of this Agreement and, unless another date is stipulated by the Parties, the date of such action shall be deemed the "Effective Date." If an individual is entering into this Agreement on behalf of an entity as Licensee, then such individual represents and agrees that they have the legal authority to bind that entity as Licensee to this Agreement.

1. Definitions.

1.1 Annual Subscription Fee

"Annual Subscription Fee" means the recurring fee payable by Licensee for each Subscription Year in exchange for the rights granted under this Agreement, calculated based on the License Scope (defined in Section 1.6A) and as set forth in the applicable Order Form, Addendum A, or Google Cloud Marketplace listing.

1.2 Feedback

"Feedback" means any comments or other feedback Licensee may provide to OES concerning the features, functionality, and/or performance of the Licensed Software, including identification of potential errors and improvements.

1.3 Licensee Data

"Licensee Data" means data, content, and information submitted to or processed by the Licensed Software that: (a) originates from Licensee's systems, operations, personnel, or customers; and (b) either identifies, or could reasonably be used to identify, Licensee, Licensee's assets or infrastructure, Licensee's personnel, or Licensee's customers; or (c) constitutes non-public operational or technical information specific to Licensee's grid infrastructure. Licensee Data is and remains the property of Licensee. Licensee Data expressly excludes OES Derived Data (as defined below), even where OES Derived Data was produced by processing Licensee Data. OES's obligations to protect, limit use of, and delete Licensee Data apply only to data that remains within this definition and do not extend to OES Derived Data.

1.4 Licensed Software

"Licensed Software" means the software known as the "OES Core Platform" comprised of application management services, reference applications, Open Field Message Bus adapter framework, messaging infrastructure, adapters, user interfaces, software deployment management and security applications, application programming interfaces, network modeling interfaces and simulation tools, that are installed and deployed on compute devices either in parts or whole, per the requirements of the specific business application, as made available through the Google Cloud Marketplace.

1.5 OES Derived Data

"OES Derived Data" means data, statistical representations, model parameters, and learned artifacts that: (a) have been generated by OES through processing, analyzing, transforming, or learning from Licensee Data; and (b) satisfy all of the following criteria at the time of generation:

- (i) Non-identifiability: The data does not identify and cannot reasonably be used to identify Licensee, Licensee's specific assets or facilities, Licensee's personnel, or Licensee's customers, whether standing alone or in combination with other information reasonably available to OES or any third party;
- (ii) Non-reconstructibility: The underlying Licensee Data cannot be reconstructed, reverse-engineered, or extracted from the OES Derived Data by any reasonably foreseeable technical means;
- (iii) Aggregation: The data has been combined with data from other unaffiliated customers or data sources such that Licensee's individual contribution cannot be isolated; and
- (iv) Transformation: The data reflects OES's analytical processing, model training, or statistical derivation applied to Licensee Data, rather than a copy, excerpt, or reformatting of Licensee Data.

OES Derived Data includes, without limitation: (A) Anonymized Aggregated Operational Data — grid operational measurements and performance metrics that have been de-identified and combined across multiple customers; (B) Model-Embedded Data — the influence of Licensee Data on the weights, parameters, biases, embeddings, and learned representations of OES machine learning or AI models, which by their nature cannot be isolated or extracted from a trained model; and (C) Benchmark and Performance Data — aggregated statistics regarding software performance, accuracy, and reliability derived from use across multiple customers.

OES Derived Data is not Licensee Data. OES owns all OES Derived Data and may use, retain, disclose, and exploit OES Derived Data without restriction, without consent of Licensee, and without any obligation to delete or return such data upon termination or expiration of this Agreement or otherwise.

1.6 Order Form

"Order Form" means any mutually executed order form, statement of work, or Google Cloud Marketplace subscription confirmation that references this Agreement and specifies the Licensed Software, fees, and any additional terms.

1.6A License Scope

"License Scope" means the specific parameters and metrics that define the permissible extent of Licensee's use of the Licensed Software, as further specified in the applicable Order Form or Addendum A (License Scope and Pricing Addendum). The License Scope may be structured as one of the following models, as designated in the Order Form or Addendum A: (a) "Circuit-Based License" — the Licensed Software may be used to manage up to the number of electrical circuits or feeders specified in the Order Form or Addendum A; (b) "Asset-Based License" — the Licensed Software may be used to manage up to the number of grid assets (such as meters, switches, transformers, DER units, or other specified asset types) specified in the Order

Form or Addendum A; (c) "Enterprise License" — the Licensed Software may be used without restriction as to the number of circuits, assets, or users within Licensee's organization and its wholly owned subsidiaries as specified in the Order Form; or (d) such other metric or combination of metrics as the parties may agree in the Order Form or Addendum A. Licensee shall not use the Licensed Software in excess of the applicable License Scope without OES's prior written consent and payment of applicable overage or upgrade fees. OES reserves the right to audit Licensee's use against the License Scope no more than once per year upon reasonable notice.

1.6B Optional Application Modules

"Optional Application Modules" means additional software application modules offered by OES that extend the functionality of the Licensed Software beyond the base OES Core Platform, including but not limited to optional modules set forth in Addendum B, or other application-specific capabilities as OES may make available from time to time. Optional Application Modules are not included in the base license granted under this Agreement unless expressly specified in the applicable Order Form or Addendum B (Optional Application Module Addendum). Each Optional Application Module is subject to the terms of this Agreement and the applicable module-specific terms set forth in Addendum B.

1.7 Production Environment

"Production Environment" means Licensee's live operational environment in which the Licensed Software is used to support active grid operations, real-time monitoring, and operational workflows, as distinguished from development, testing, or staging environments.

1.8 Retained Derivatives

"Retained Derivatives" means data derived from Licensee Data that has been: (a) Anonymized and Aggregated such that it cannot be attributed to Licensee or any of Licensee's assets, facilities, or customers; (b) incorporated into statistical models, benchmark datasets, or training corpora; or (c) used to train, fine-tune, validate, or improve OES's machine learning or AI models, to the extent such data is embedded in or has influenced model weights, parameters, or learned representations.

1.9 Subscription Start Date

"Subscription Start Date" means the date on which Licensee first activates or provisions the Licensed Software through the Google Cloud Marketplace or as otherwise specified in the Order Form.

1.10 Subscription Term

"Subscription Term" means the initial period of one (1) year commencing on the Subscription Start Date, and any renewal periods pursuant to Section 6 of this Agreement.

1.11 Territory

"Territory" means the United States and Canada.

2. Licensed Software.

Subject to Licensee's compliance with the terms and conditions of this Agreement and payment of the applicable Annual Subscription Fee, OES hereby grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license in the Territory during the Subscription Term to: (a) install, access, and use the Licensed Software in object code form only in the Production Environment for Licensee's internal business operations; (b) permit Licensee's authorized employees and contractors to access and use the Licensed Software solely for

Licensee's internal business purposes; and (c) deploy and operate the Licensed Software through the Google Cloud Marketplace in accordance with the applicable Google Cloud Marketplace terms. The license granted herein is a subscription license and does not constitute a perpetual license. All rights not expressly granted are reserved by OES.

2A. Grid Operations; Disclaimer.

The Licensed Software includes capabilities that may be used in connection with the monitoring, analysis, and operational management of electrical grid equipment and infrastructure ("Grid Operations Capabilities"). LICENSEE ACKNOWLEDGES AND AGREES THAT: (i) the Licensed Software is a decision-support tool only and does not replace the professional judgment of qualified grid operations personnel; (ii) Licensee assumes sole and exclusive responsibility for all decisions made and actions taken in connection with the operation, control, or management of grid equipment, whether or not informed by outputs of the Licensed Software; (iii) OES has no operational control over, and no responsibility for, the physical operation of any grid equipment or infrastructure; and (iv) Licensee shall ensure that all use of Grid Operations Capabilities complies with applicable NERC, FERC, and other regulatory requirements and that qualified, licensed personnel supervise all grid-related operations. The protections in Section 12 (Limitation of Liability) and Section 11A (OES Indemnification) are specifically intended to allocate risk arising from Grid Operations Capabilities.

3. Payment.

Licensee shall pay OES the Annual Subscription Fee as set forth in the applicable Order Form or Google Cloud Marketplace listing. Unless otherwise specified: (a) Annual Subscription Fees are due and payable annually in advance; (b) fees are non-refundable except as expressly set forth in this Agreement; (c) fees are exclusive of taxes, and Licensee is responsible for all applicable taxes, levies, or duties; (d) if Licensee subscribes via the Google Cloud Marketplace, payment shall be processed through Google's billing platform in accordance with Google's payment terms; and (e) OES reserves the right to adjust Annual Subscription Fees upon no less than sixty (60) days' written notice prior to any renewal Subscription Term.

4. Restricted Activities.

Licensee shall not, and shall not encourage any third party (including Licensee's and its affiliates' employees, contractors, consultants, agents, or representatives) to: (a) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Licensed Software, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Licensed Software to any third party; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of OES or its suppliers contained on or within any copies of the Licensed Software; (e) use the Licensed Software for the purpose of creating a product or service competitive with the Licensed Software; (f) use the Licensed Software with any unsupported software or hardware (as described in the applicable documentation provided by OES); (g) use the Licensed Software for any time-sharing, outsourcing, service bureau, or hosting purposes for the benefit of third parties other than in connection with authorized multi-tenant deployments on Google Cloud Marketplace as expressly permitted herein; (h) use the Licensed Software to introduce harmful code, gain unauthorized access to any system or data, conduct security testing, or scrape or harvest data; (i) disclose the results of any benchmark tests of the Licensed Software to any third party without OES's prior written consent, provided that Licensee may share operational outputs in the normal course of its internal business operations and regulatory reporting; (j) disparage OES or the Licensed Software; (k) use the Licensed Software other than as allowed in this

Agreement and as described in the documentation provided therewith (if any), or (I) use the Licensed Software in violation of applicable laws, including export control, sanctions, anti-corruption and procurement laws or for any unlawful purpose.

5. Ownership of Licensed Software.

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5A.1 Open Source Components. The Licensed Software may incorporate, bundle, or interface with software components that are licensed under open source software licenses, including without limitation components licensed under the MIT License, BSD License, Apache License 2.0, GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Eclipse Public License (EPL), and similar permissive or limited copyleft licenses (collectively, "**Open Source Components**"). OES maintains a software composition analysis program to identify and track Open Source Components incorporated in the Licensed Software and shall make a current list of material Open Source Components (the "**OSS Disclosure**") available to Licensee upon written request.

5A.2 Open Source License Compliance. OES represents that, to its reasonable knowledge: (a) all Open Source Components incorporated in the Licensed Software are used in a manner consistent with their applicable open source license terms; (b) no Open Source Component licensed under the GNU General Public License version 2 or 3 (GPL), the GNU Affero General Public License (AGPL), or any other "strong copyleft" license that would require OES to disclose the source code of OES's proprietary software has been incorporated in the Licensed Software in a manner that would trigger such disclosure obligation; and (c) OES has satisfied all material attribution, notice, and copyright requirements imposed by the applicable open source licenses for all Open Source Components incorporated in the Licensed Software. OES shall use commercially reasonable efforts to maintain material compliance with applicable open source license obligations throughout the Subscription Term.

5A.3 Open Source License Terms Govern. To the extent any Open Source Component is incorporated in the Licensed Software, such component is provided to Licensee under the terms of its applicable open source license, which terms shall govern Licensee's use of that Open Source Component. Nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms of any applicable open source license. In the event of a conflict between this Agreement and the terms of an applicable open source license with respect to an Open Source Component, the open source license terms shall control with respect to that component.

5A.4 Machine Learning Model Licenses. The Licensed Software incorporates or interfaces with pre-trained machine learning and artificial intelligence models, some of which may be

subject to model-specific license terms that are distinct from both proprietary software licenses and traditional open source licenses ("**Model Licenses**"). Such Model Licenses may include, without limitation, licenses for open-weight models (such as Meta's LLaMA community license or similar), research licenses, and responsible AI use licenses (such as RAIL or BigScience licenses). OES represents that, to its reasonable knowledge, Licensee's use of the Licensed Software in accordance with this Agreement does not violate the terms of any applicable Model License. Licensee shall not use the Licensed Software in a manner that would cause OES or Licensee to violate any applicable Model License, including any prohibited use restrictions contained in such licenses. Where a Model License imposes prohibited use restrictions (such as prohibitions on use for weapons development, surveillance, or deceptive content generation), such restrictions are incorporated into this Agreement by reference and Licensee agrees to comply with them.

5A.5 No Warranty for Open Source Components. OPEN SOURCE COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY THE APPLICABLE OPEN SOURCE LICENSE, OES DISCLAIMS ALL WARRANTIES WITH RESPECT TO OPEN SOURCE COMPONENTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. OES's indemnification obligations under Section 11A of this Agreement do not extend to any claim arising from: (a) Licensee's modification of any Open Source Component; (b) Licensee's use of any Open Source Component other than as incorporated in the Licensed Software as delivered by OES; or (c) any combination by Licensee of an Open Source Component with software, hardware, or data not provided by OES.

5A.6 Licensee's Own Open Source Use. This Agreement does not restrict Licensee's independent use of open source software in Licensee's own environment. However, Licensee shall not introduce, deploy, or connect any open source software component to the Licensed Software in a manner that: (a) would impose open source license obligations on OES's proprietary software; (b) would require OES to disclose its proprietary source code; (c) is inconsistent with OES's system requirements and integration guidelines as set forth in OES's documentation or (d) would otherwise violate the terms and conditions of this Agreement.

5A.7 Security Vulnerabilities in Open Source Components. OES shall use commercially reasonable efforts to monitor known security vulnerabilities in material Open Source Components (including by reference to the National Vulnerability Database and applicable CVE disclosures) and to remediate or patch material vulnerabilities in a timeframe consistent with the severity classification set forth in Section 8B of this Agreement. Licensee acknowledges that OES's ability to remediate vulnerabilities in Open Source Components may be dependent on the availability of upstream patches from the relevant open source community, and that OES shall not be in breach of this Agreement solely as a result of a delay in remediating an Open Source Component vulnerability where no upstream patch is available.

6. Term and Termination

Unless otherwise terminated earlier in accordance with this section, this Agreement will remain in effect for the initial Subscription Term and will automatically renew for successive one (1) year Subscription Terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Subscription Term. Either party may terminate this Agreement for cause if: (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach; or (b) the other party becomes insolvent or makes an assignment for the benefit of creditors. OES may suspend Licensee's access to the Licensed Software and terminate this Agreement upon thirty (30) days' written notice for expired, canceled or inactive Google Cloud Marketplace entitlement or non-

payment of fees through the Google Cloud Marketplace or other breaches of the Licensee's Google Cloud Marketplace requirements. Upon expiration or termination for any reason: (x) all licenses granted herein will automatically terminate; (y) Licensee shall immediately discontinue all use of the Licensed Software; and (z) each party shall return or certify destruction of the other party's Confidential Information within ninety (90) days. Termination for cause by Licensee shall entitle Licensee to a pro-rata refund of prepaid Annual Subscription Fees for the unused portion of the Subscription Term in accordance with and subject to any applicable Google Cloud Marketplace terms and conditions. Sections 1, 2, 4, 5, and 7 through 13 shall survive any termination or expiration of this Agreement. Upon expiration or termination of this Agreement, OES shall delete all identifiable Licensee data (i.e., data in a form that identifies or could reasonably identify Licensee, its assets, or its customers) within ninety (90) days and certify such deletion in writing upon request. Notwithstanding anything to the contrary, OES may retain, indefinitely and without restriction, the Retained Derivatives. This right survives expiration or termination of this Agreement.

7. Feedback.

Licensee may submit Feedback (including, without limitation, bug reports, comments, feedback, suggested improvements, modifications or other ideas about the Licensed Software) to OES, including without limitation about how to improve the Licensed Software. All Feedback shall be the sole and exclusive property of OES. Accordingly, Licensee shall and hereby does assign to OES all right, title, and interest in and to such Feedback, if any.

8. Support Framework

8A. Licensee Data

The Licensed Software may allow for Licensee to enter Licensee Data. To the extent Licensee enters any Licensee Data into the Licensed Software, Licensee, not OES, shall have sole responsibility for the accuracy, quality, integrity, legality, and ownership or right to use all such Licensee Data, and OES shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such Licensee Data. OES shall implement and maintain commercially reasonable technical and organizational measures to protect Licensee Data against unauthorized access, disclosure, or loss. To the extent Licensee enters Licensee Data into the Licensed Software, Licensee agrees and acknowledges that OES is not obligated to retain any Licensee Data after termination or expiration of this Agreement, and OES may delete Licensee Data after the termination or expiration of this Agreement, without further obligation or liability to the Licensee. Notwithstanding the foregoing, OES shall, upon written request from Licensee within thirty (30) days prior to the termination or expiration of the Subscription Term, provide Licensee with a copy of Licensee Data.

8B. Service Level Agreement.

During the Subscription Term, OES shall use commercially reasonable efforts to provide the Licensed Software in accordance with the following service levels ("SLA"):

8B.1 Uptime Commitment. OES shall endeavor to make the Licensed Software available as follows (excluding scheduled maintenance):

Service Tier	Monthly Uptime SLA	Scheduled Maintenance Window
Standard	99.5%	Sundays 2:00–6:00 AM ET
Premium	99.7%	Sundays 2:00–4:00 AM ET

8B.2 Support Plans and Coverage Hours. OES offers the following support plans. The support plan applicable to Licensee is specified in the Order Form or Addendum A. All response and resolution targets are measured during the applicable Coverage Hours for Licensee's support plan.

8B.2(a) Standard Support (included with Standard Tier). Coverage Hours: Monday through Friday, 8:00 AM – 6:00 PM Eastern Time, excluding OES-observed public holidays ("Business Hours"). Support requests submitted outside Business Hours will be queued and addressed on the next Business Day, except for P1 incidents which are subject to the on-call escalation described in Section 8B.3.

8B.2(b) Premium Support 12x7 (optional add-on). Coverage Hours: 7:00 AM – 7:00 PM Eastern Time, seven (7) days a week, 365 days per year including public holidays ("Extended Hours"). P1 and P2 incidents submitted outside Extended Hours will be escalated to OES's on-call team. This support plan is available as a separately priced add-on specified in Addendum A.

8B.2(c) Premium Support 24x7 (optional add-on — recommended for production grid operations). Coverage Hours: 24 hours per day, 7 days per week, 365 days per year ("24x7 Coverage"). A dedicated on-call OES engineer is reachable at all times for P1 and P2 incidents via the emergency support line designated in the Order Form. This support plan is available as a separately priced add-on specified in Addendum A and is strongly recommended for Licensees using Grid Operations Capabilities in a production environment.

8B.2(d) Response and Resolution Targets. The following targets apply based on Licensee's support plan. "Business Day" means a day that falls within Business Hours. For 12x7 and 24x7 plans, hours are measured continuously within the applicable Coverage Hours.

Severity	Description	Standard (Bus. Hrs)	Premium 12x7	Premium 24x7
P1 – Critical	System down; no workaround; critical ops impact	Response: 4 bus. hrs Resolve: 1 bus. day	Response: 2 hr Resolve: 4 hrs	Response: 1 hr Resolve: 4 hrs
P2 – High	Major feature impaired; no workaround	Response: 4 bus. hrs Resolve: 3 bus. days	Response: 2 hrs Resolve: 8 hrs	Response: 1 hr Resolve: 8 hrs
P3 – Medium	Non-critical issue; workaround available	Response: 1 bus. day Resolve: 5 bus. days	Response: 4 bus. hrs Resolve: 2 bus. days	Response: 4 bus. hrs Resolve: 2 bus. days
P4 – Low	General inquiry; feature request; cosmetic	Response: 2 bus. days Resolve: Scheduled	Response: 2 bus. days Resolve: Scheduled	Response: 2 bus. days Resolve: Scheduled

"Resolution" for purposes of this table means OES has delivered a fix, patch, workaround, or configuration change that restores the affected functionality to substantially normal operation. Resolution timelines for P1 incidents under 24x7 support represent targets for initial restoration; a permanent fix may require additional time and will be addressed in a subsequent release.

8B.3 Support Channels. Licensee may submit support requests via: (a) the OES customer portal at all times; (b) email to support@openenergysolutions.com during Business Hours; or (c) for P1 and P2 incidents under a Premium 12x7 or 24x7 support plan, OES's dedicated emergency support line designated in the Order Form or Addendum A. Licensees on the Standard plan who submit P1 incidents outside Business Hours should use the OES customer portal; OES will use commercially reasonable efforts to respond to P1 incidents on an expedited basis on the next Business Day. The dedicated emergency support line is available only to Licensees subscribed to a Premium support plan.

8B.4 Exclusions. The SLA and support response targets shall not apply to performance issues or outages caused by: (a) Licensee's acts or omissions, including misconfiguration; (b) third-party services, hardware, or networks outside OES's reasonable control; (c) Google Cloud Platform outages or degradations; (d) force majeure events; (e) Licensee's use of the Licensed Software in a manner inconsistent with OES documentation or outside the License Scope; (f) scheduled maintenance windows communicated to Licensee with at least 48 hours' advance notice (or immediately in the case of emergency security patches); (g) beta features or (h) access limitations, request procedures, lack of remote connectivity or delays affecting the ability of OES personnel to obtain access to Licensee's systems that are covered by this Agreement.

8B.5 Remedies. If OES fails to meet the uptime commitment in any calendar month, Licensee's sole and exclusive remedy shall be a service credit equal to the pro-rata monthly subscription fee for the period of non-availability exceeding the SLA threshold. If OES fails to meet applicable P1 response targets on more than three (3) occasions in a single calendar month, Licensee may request an additional service credit equal to 5% of that month's subscription fee. Service credits shall not exceed the total monthly subscription fee for the affected month, are non-transferable, and apply only as credits against future subscription fees. Service credits do not apply to outages or response failures attributable to Licensee's configuration, operational decisions, or use outside the License Scope.

8B.6 Escalation Procedure. If Licensee believes a support incident is not being addressed with appropriate urgency, Licensee may escalate by: (i) requesting escalation through the OES customer portal; or (ii) for Premium support plan Licensees, contacting the OES account manager directly. OES shall acknowledge escalations within one (1) hour during Coverage Hours (or two (2) hours for Standard plan escalations) and assign a senior support engineer to the incident.

9. Confidentiality.

Each party (as a "Receiving Party" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "Disclosing Party" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. As used herein, the term "Confidential Information" refers to any and all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, all details relating to the Licensed Software (or any other software owned by OES) including any functionality or graphical user interface information or any specifications of other related information, all outputs from, or evaluations of or impressions relating to, such Licensed Software, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. If Confidential Information is (a) provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), such shall be conspicuously designated as "Confidential" (or with some other similar legend) or (b) provided orally, such shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, unless a reasonable person would understand such information to be confidential based on its content. Notwithstanding the above, OES Confidential Information shall include the OES technology and all pricing terms offered to Licensee, and Licensee Confidential Information shall include Licensee Data. Confidential Information does not include information which: (a) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (b) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under this Agreement, or (c) becomes lawfully available to a party on a non-confidential basis from an independent third party. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement, and shall not disclose Confidential Information to any third party,

without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, in each case such person must have a need to know such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein.

The parties acknowledge that Licensee may be required to disclose Confidential Information pursuant to applicable law, regulation, or court order, in which case Licensee shall provide OES with prompt written notice (to the extent permitted by law) prior to disclosure and shall cooperate with OES in seeking a protective order. Licensee may share outputs of the Licensed Software in the ordinary course of its internal business operations and regulatory reporting. If executed between the parties, the terms of a separate Confidentiality Agreement between the parties shall apply to complement the confidentiality terms found in this Section 9.

10. Warranties.

10.1 OES Warranties. OES represents and warrants that: (a) the Licensed Software will perform materially in accordance with the then-current OES documentation during the Subscription Term ("Functionality Warranty"); (b) OES has the right to grant the licenses set forth herein; and (c) OES will implement and maintain reasonable security measures for its systems providing the Licensed Software consistent with industry practice. As Licensee's sole and exclusive remedy for any breach of the Functionality Warranty, OES will use commercially reasonable efforts to correct the non-conformity or, if OES cannot do so within a reasonable time, OES will refund the pro-rata portion of the Annual Subscription Fee paid for the period of non-conformance subject to Google Cloud Marketplace refund eligibility terms. Notwithstanding the foregoing, Licensee acknowledges that the Licensed Software may depend on Google Cloud services, APIs, accounts, permissions, infrastructure, and other third-party services. OES is not responsible for any outage, degradation, error, delay, data loss, security issue, quota limitation, API change, permission change, misconfiguration, or failure arising from Google Cloud, Licensee's cloud environment, or any third-party service outside OES's reasonable control. Licensee is responsible for maintaining its Google Cloud account, configurations, access permissions, and compliance with all applicable Google Cloud terms, acceptable use policies, and third-party service terms. For clarity, OES reserves the right to update or modify the Licensed Software, documentation, security measures and features, from time to time.

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11. Indemnification by Licensee.

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Without limiting the foregoing, Licensee shall defend, indemnify, and hold OES harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or related to: (a) the operation, control, or management of grid equipment or infrastructure by Licensee, whether or not informed by outputs of the Licensed Software; (b) any decisions made by Licensee's personnel in reliance on outputs of the Licensed Software's Grid Operations Capabilities; (c) any regulatory violations or grid reliability incidents attributable to Licensee's operations; (d) any failure by Licensee to employ qualified, licensed personnel to supervise grid-related operations; and (e) Licensee's deployment or configuration of the Licensed Software in a manner inconsistent with OES documentation or OES's reasonable instructions.

11A. OES Indemnification.

OES shall defend, indemnify, and hold Licensee harmless from and against any third-party claim that the Licensed Software, as provided by OES and used in accordance with this Agreement, infringes any third-party intellectual property right. OES's obligation under this Section 11A is conditioned on: (a) Licensee promptly notifying OES of the claim; (b) OES having sole control over defense and settlement; and (c) Licensee providing reasonable cooperation. For clarity, OES will have no obligation under this Section 11A to the extent a claim arises from (i) Licensee's modifications or customizations; (ii) combination with third-party products not approved by OES; or (iii) Licensee's use in a manner not authorized under this Agreement. If the Licensed Software becomes, or in OES's reasonable opinion is likely to become, the subject of a third-party infringement claim, OES may, at its option: procure for Licensee the right to continue using the Licensed Software; modify the Licensed Software so it is non-infringing; replace it with substantially equivalent non-infringing functionality; or terminate the affected subscription and refund any prepaid, unused fees for the terminated portion. This Section states OES's sole liability and Licensee's exclusive remedy for any third-party infringement claim.

12. Limitation of Liability.

12.1 Exclusion of Damages

Licensee expressly understands and agrees that OES, its subsidiaries and affiliates, and its licensors shall not be liable to Licensee for any direct, indirect, incidental, special consequential or exemplary damages incurred by Licensee, however caused and under any theory of liability, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or any other losses. The foregoing limitations on OES's liability shall apply whether or not Licensee has been advised of or should have been aware of the possibility of any such losses arising. This limitation of liability is fundamental to the allocation of risk between the parties and shall be given full effect even if any remedy specified in this Agreement is deemed to have failed of its essential purpose. Notwithstanding the foregoing, nothing herein shall exclude or limit OES's liability for losses which may not be lawfully excluded or limited by applicable law. FOR THE AVOIDANCE OF DOUBT, OES SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO: (i) THE PHYSICAL OPERATION, FAILURE, OR MALFUNCTION OF ANY GRID EQUIPMENT OR INFRASTRUCTURE; (ii) POWER OUTAGES, BLACKOUTS, GRID RELIABILITY EVENTS, OR SIMILAR GRID INCIDENTS; (iii) REGULATORY FINES, PENALTIES, OR COMPLIANCE

FAILURES RELATED TO GRID OPERATIONS; OR (iv) PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM GRID OPERATIONS OR FAILURES OF GRID INFRASTRUCTURE, REGARDLESS OF WHETHER LICENSEE OR ANY THIRD PARTY RELIES ON OUTPUTS OR RECOMMENDATIONS OF THE LICENSED SOFTWARE IN MAKING OPERATIONAL DECISIONS. THIS EXCLUSION APPLIES UNDER ALL THEORIES OF LIABILITY AND SHALL NOT BE SUBJECT TO ANY EXCEPTION FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE WITH RESPECT TO GRID OPERATIONS OUTPUTS. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL EXCLUDE OR LIMIT OES'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

12.2 Liability Cap

The total aggregated liability of OES arising out of or related to this Agreement will not exceed the lower of: (a) the total Annual Subscription Fees paid or payable by Licensee to OES in the six (6) months immediately preceding the claim giving rise to liability; or (b) USD \$25,000. Notwithstanding the foregoing, OES's aggregate liability for claims arising from the Grid Operations Capabilities described in Section 2A, including any reliance by Licensee on outputs of the Licensed Software in connection with grid operations decisions, shall not exceed the Annual Subscription Fee paid by Licensee for the Subscription Year in which the claim arose, and in no event shall exceed USD \$25,000 per incident or USD \$50,000 in the aggregate per Subscription Year.

12.3 Force Majeure

OES shall not be liable for any failure or delay in performance to the extent caused by force majeure events or other circumstances beyond its reasonable control.

13. Miscellaneous

This Agreement and its performance and any related disputes shall be governed by the substantive laws of the State of New York, without giving effect to its law of conflicts. The Uniform Commercial Code and the Uniform Computer Information Transactions Act (if adopted) shall not apply. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York, for all disputes arising out of this Agreement, and hereby irrevocably waive any defense based on inconvenient forum related to such courts. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. Licensee agrees that any violation or threatened violation of this Agreement will cause irreparable injury to OES, entitling OES to obtain injunctive relief in addition to all legal remedies at law and in equity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified and enforced to the maximum extent permitted by law, and such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement and Licensee's duties and obligations hereunder are personal to Licensee and may not be transferred or assigned, by operation of law or otherwise, without OES's prior written consent. OES may freely assign this Agreement to its affiliates or by operation of law or in connection with a merger, acquisition, reorganization or sale of OES's assets related to this Agreement. This Agreement contains the complete and entire agreement and supersedes all prior agreements and understandings between Licensee and OES. OES may update this Agreement from time to time by posting or otherwise making the updated terms available through the Licensed Software, the Google Cloud Marketplace, or another electronic contracting process, and Licensee's continued use constitutes acceptance. Any other amendment must be in writing and accepted by both parties. No waiver is effective unless in writing. This Agreement may be executed (whether electronically, clickwrap, marketplace acceptance or other legally valid means) in counterparts, each of which is deemed

an original. This Agreement shall take precedence over any conflicting terms in a purchase order or other procurement document submitted by Licensee. Google Cloud Marketplace terms applicable to provisioning, payment processing, and distribution are governed separately as set forth in Section 14 below. All notices must be in writing and addressed to the other party's legal department and primary point of contact, which may include Google Cloud Marketplace notifications or customer portal notices. The email address for notices being sent to OES is oes_legal@openenergysolutions.com. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

14. Google Cloud Marketplace Vendor Agreement.

OES makes the Licensed Software available through the Google Cloud Marketplace pursuant to the Google Cloud Marketplace Vendor Agreement (available at <https://cloud.google.com/terms/marketplace-vendor-agreement>, the "GCP Vendor Agreement"). The GCP Vendor Agreement governs OES's obligations to Google with respect to the listing, distribution, billing, and provisioning of the Licensed Software through the Google Cloud Marketplace. To the extent that the GCP Vendor Agreement imposes obligations on OES that affect Licensee's access, provisioning, billing, or use of the Licensed Software through the Google Cloud Marketplace, such terms of the GCP Vendor Agreement shall take precedence and control over the conflicting provisions of this Agreement solely with respect to those specific matters (including payment processing, refund eligibility as determined by Google, data handling obligations imposed by Google on marketplace vendors, and suspension or removal of the listing). In all other respects — including license scope, intellectual property, liability, warranties, indemnification, and confidentiality — this Agreement shall control. Licensee acknowledges that Google is not a party to this Agreement and that OES's obligations to Licensee are governed by this Agreement, not by the GCP Vendor Agreement.

15. Use of Data for Machine Learning and AI Model Training.

15.1 Grant of Data License for ML/AI Training. Licensee hereby grants to OES a non-exclusive, worldwide, royalty-free license to access, process, and use Grid Operations Data (defined below) solely for the purpose of training, fine-tuning, validating, and improving the machine learning and artificial intelligence models that are embedded in or used to provide the Licensed Software ("OES ML Models"). The use of Licensee's Grid Operations Data will be solely in Anonymized and Aggregated form, except where such Grid Operations Data is used to provide the Licensed Software solely to such Licensee. This license survives expiration or termination of this Agreement with respect to Anonymized and Aggregated data already incorporated into OES ML Models prior to such expiration or termination. OES ML Models trained using Licensee Data (whether Anonymized and Aggregated) are and shall remain the exclusive property of OES. Expiration or termination of this Agreement does not require OES to delete, retrain, or "unlearn" any model trained on Licensee Data. Licensee acknowledges the technical infeasibility of removing specific training data influence from a trained model and agrees OES has no obligation to attempt to do so.

15.2 Definitions. "Grid Operations Data" means operational telemetry, sensor readings, event logs, alarm data, circuit and network topology data, asset data, parameters, nameplate values, asset performance data, load profiles, and similar technical data generated by or through Licensee's use of the Licensed Software in connection with Licensee's grid operations. "Anonymized and Aggregated" means data that has been processed such that: (a) all information that identifies or could reasonably be used to identify Licensee or Licensee's specific assets, facilities, or geographic locations has been removed or obfuscated; (b) the data is combined with data from other sources such that Licensee's individual contribution cannot be

isolated; and (c) the data cannot reasonably be re-identified or de-anonymized by OES or any third party.

15.3 Restrictions on Data Use. OES shall not: (a) use Licensee's Grid Operations Data in non-anonymized or non-aggregated form for ML/AI training except for the provision of Licensed Software and services to such Licensee; (b) disclose raw Licensee Grid Operations Data to any third-party AI or ML service provider except as permitted under Section 15.1; or (c) use Grid Operations Data in a manner that violates applicable law, including NERC CIP standards or other applicable grid security regulations. Licensee retains ownership of Licensee Data; this Section grants OES a license only, not a transfer of ownership.

15.4 Opt-Out. Licensee may opt out of OES's right to use its Grid Operations Data post-expiration or termination of the Agreement as set forth in Section 15.1 by providing written notice to OES thirty (30) days prior to the termination of this agreement. Following receipt of such notice, OES shall cease using Licensee's Grid Operations Data for new ML/AI training activities within sixty (60) days ("Opt-Out Effective Date"); provided, however, that OES shall have no obligation to retrain or modify OES ML Models already trained on Anonymized and Aggregated data incorporating Licensee's Grid Operations Data prior to the opt-out effective date. For clarity, Licensee may not opt out of the use of Grid Operations Data as set forth in Section 15.1 during the Subscription Term.

16. Third-Party AI and Machine Learning Models.

16.1 Use of Third-Party AI Models. The Licensed Software may incorporate, integrate with, or utilize third-party artificial intelligence and machine learning models, services, and APIs, including without limitation Google's Gemini and Gemma model families, Anthropic's Claude model family, and other foundation models or AI services (collectively, "Third-Party AI Models"). Licensee acknowledges that the Licensed Software's use of Third-Party AI Models is integral to the functionality of the Licensed Software and is not separately licensed to Licensee. OES shall disclose in its documentation or release notes which Third-Party AI Models are material components of the Licensed Software.

16.2 Third-Party AI Terms. Use of Third-Party AI Models through the Licensed Software is subject to the terms and conditions of the applicable third-party AI providers, including: (a) Google's Generative AI Prohibited Use Policy and applicable Google Cloud terms for Gemini/Gemma models; (b) Anthropic's usage policies for Claude models; and (c) such other terms as may be applicable to Third-Party AI Models incorporated in the Licensed Software from time to time. OES shall use commercially reasonable efforts to ensure that Third-Party AI Model providers it engages maintain data processing agreements consistent with industry standards. Licensee shall not attempt to access Third-Party AI Models directly through or in connection with the Licensed Software in a manner that circumvents OES's API controls or that violates applicable third-party AI provider terms.

16.3 Data Sent to Third-Party AI Models. To the extent the Licensed Software transmits Grid Operations Data to Third-Party AI Models for processing, OES shall: (a) only transmit data necessary for the specific AI-assisted functionality; (b) implement appropriate technical measures (such as prompt isolation, data minimization, and output filtering) to protect the confidentiality of the Grid Operations Data; and (c) not permit Third-Party AI Model providers to use Licensee's specific, identifiable Grid Operations Data to train their own foundation models except as may be required under such providers' applicable terms, in which case OES shall notify Licensee. Licensee acknowledges that outputs generated by Third-Party AI Models are probabilistic and may contain errors; Licensee remains solely responsible for validating any AI-

THIS DOCUMENT IS SUBJECT TO NEGOTIATION BETWEEN THE PARTIES.

generated outputs before acting upon them, particularly in the context of grid operations decisions.

16.4 Model Changes. OES reserves the right to substitute, upgrade, or replace Third-Party AI Models used within the Licensed Software with functionally equivalent alternatives, provided that OES shall use commercially reasonable efforts to: (a) provide Licensee with at least thirty (30) days' advance written notice of any material change to the Third-Party AI Models; and (b) ensure that any replacement model maintains substantially equivalent performance and data handling characteristics for the applicable Licensed Software features.

16.5 AI Output Disclaimer. AI AND MACHINE LEARNING MODEL OUTPUTS ARE NOT PROFESSIONAL ENGINEERING ADVICE AND DO NOT REPLACE THE JUDGMENT OF QUALIFIED GRID OPERATIONS PROFESSIONALS. OES MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, OR FITNESS FOR PURPOSE OF ANY OUTPUTS GENERATED BY THIRD-PARTY AI MODELS OR OES ML MODELS IN CONNECTION WITH GRID OPERATIONS. ALL RELIANCE ON SUCH OUTPUTS IS AT LICENSEE'S SOLE RISK.

17. Data Processing Addendum. Unless a separate agreement covering the subject matter of this Agreement is entered into by the parties that specifically references the applicability of the Data Processing Addendum, each party will comply with the Data Processing Addendum attached to this Agreement as Exhibit B, which may be amended in writing by mutual agreement of the Parties. The Data Processing Addendum is incorporated into this Agreement by reference.

AGREED AND ACCEPTED:

Open Energy Solutions Inc. ("OES")

Signature: _____

Name: _____

Title: _____

Date: _____

[CUSTOMER NAME] ("Licensee")

Signature: _____

Name: _____

Title: _____

Date (Effective Date): _____

EXHIBIT A: Order Form

ADDENDUM A: License Scope and Pricing Addendum

See attached Addendum A (separate document — License Scope and Pricing Addendum) for customer-specific license scope parameters and pricing.

ADDENDUM B: Optional Application Module Addendum

See attached Addendum B (separate document — Optional Application Module Addendum) for any Optional Application Modules licensed to this customer. If no Addendum B is attached, no Optional Application Modules are included in this Agreement.

This Order Form is entered into pursuant to the OpenDSO Core Platform Software License and Annual Subscription Agreement between OES and Licensee.

Customer Name: _____

Contact: _____

Effective Date: _____

Initial Subscription Term: One (1) Year

Licensed Software: OES Core Platform (as described in Agreement Section 1.4)

Deployment: Google Cloud Marketplace

Service Tier (Standard / Premium 12x7 / Premium 24x7):

Annual Subscription Fee: \$ _____ per year

Special Terms / Notes: _____

EXHIBIT B: Data Processing Addendum

This Data Processing Addendum, including its Schedules, (“DPA”) supplements and forms an integral part of the OpenDSO™ Core Platform Software License and Annual Subscription Agreement between Open Energy Solutions Inc. having a principal place of business at 5201 Great America Parkway., Suite 320, Santa Clara, CA 95054 (“OES”) and between [CUSTOMER NAME] having a principal place of business at [CUSTOMER ADDRESS] (“Company”) (collectively, “the Parties”), dated [insert date of Agreement] (“Agreement”). This DPA reflects the parties’ agreement with regard to the privacy, security, and processing of Company Data.

1. Definitions.

Terms not defined in this DPA shall have the meanings set forth in the Agreement.

- 1.1 “Authorized Affiliate” means with respect to Company, any entity controlling, controlled by or under common control with Company that is subject to the Data Protection Laws and permitted to use the Services under the Agreement but is not the signatory to the Agreement or the DPA.
- 1.2 “Business Purposes” has the meaning under Data Protection Laws.
- 1.3 “Company Data” means Licensee Data that contains Personal Data.
- 1.4 “Controller” means the entity which determines the purposes and means of the Processing of Company Data.
- 1.5 “Data Incident” means any actual or suspected breach of security leading to the accidental or unlawful destruction, alteration, unauthorized disclosure, access or use, misappropriation, loss, damage, or other compromise of the security, confidentiality, or integrity of Company Data transmitted, stored, or otherwise processed by OES or OES’s Sub-Processor.
- 1.6 “Data Protection Laws” means any state, federal, or other data privacy and security laws, amendments, implementing laws, and regulations, of any jurisdiction, to the extent applicable to the Processing, privacy, integrity, security, or confidentiality of Company Data including, but not limited to, the California Consumer Privacy Act of 2018 (“CCPA”) as amended by the California Privacy Rights Act (“CPRA”), the Colorado Privacy Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), the EU General Data Protection Regulation (“EU GDPR”) and its UK equivalent (“UK GDPR”)(together the “GDPR”), the Utah Consumer Privacy Act (“UCPA”), and the Virginia Consumer Data Protection Act (“VCDPA”); in each case as may be amended, superseded or replaced from time to time.
- 1.7 “Data Subject” means the identified or identifiable natural person to whom Company Data relates.
- 1.8 “Permitted Country” has the meaning given to it in Clause 13.1.

- 1.9 “Personal Data” means (a) any information which identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household and (b) any information defined as “personal data”, “personal information,” or other similar terms under Data Protection Laws.
- 1.10 “Processing” means any operation or set of operations, whether or not by automatic means, that are performed on Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “Process,” “Processes” and “Processed” will be interpreted accordingly.
- 1.11 “Processor” means any entity that Processes Company Data on behalf of Company, including but not limited to, a “processor,” “service provider,” or “contractor” under Data Protection Laws. For the purposes hereof, OES is a Processor.
- 1.12 “Restricted Transfer” means a transfer of Company Data that is subject to the GDPR to a country outside the European Economic Area and United Kingdom, which is not subject to an adequacy decision by the European Commission or the United Kingdom authorities, as applicable.
- 1.13 “Sub-Processor” means any third party engaged by OES for carrying out specific Processing activities on behalf of Company such as by Processing Company Data.
- 1.14 “Standard Contractual Clauses” or “SCCs” means (a) where the EU GDPR applies, Module Two of the contractual clauses annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data originating in the European Economic Area, the European Union to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“EU SCCs”); and/or (b) where the UK GDPR applies, the UK addendum to the EU SCCs provided for under Section 119(a) of the UK’s Data Protection Act 2018, as updated or amended from time to time, for transfers of personal data originating in the United Kingdom (“UK SCCs”).
- 1.15 “Services” means the product license and other services that are carried out by the OES under the Agreement.
- 1.16 “Third-Party” means any person or entity other than Company or OES.
- 1.17 “Third Country” means all countries except the Permitted Countries.

2. Processing of Company Data.

- 2.1 Scope, Roles, and Details of the Processing. This DPA, including any Schedules, applies when Company Data is Processed by OES or Sub-Processor. Regarding the Processing of Company Data, Company is the Controller, OES is the Processor (or words of similar import under Data Protection Laws), and OES will engage Sub-Processors pursuant to the requirements set forth in Section 6 below. The duration of the Processing, the nature and purpose of the Processing, the types of Company Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 attached to this DPA. Each party

will comply with the obligations applicable to it under Data Protection Law with respect to the Processing of Company Personal Data.

2.2 OES Processing of Company Data. OES shall comply with Data Protection Laws as it relates to the Processing of Company Data in its provision of the Services to Company pursuant to the Agreement. OES shall: i) not Sell or Share (as those terms are defined under Data Protection Laws) any Company Data provided to it pursuant to this Agreement; ii) treat Company Data confidentially; iii) Process Company Data on behalf of Company and only in accordance with Company's documented instructions outlined in this DPA and the Agreement; iv) not combine Company Data with any other information, including OES's own information, for any other purpose; v) not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise exchange or communicate by any means Company Data (or any portion thereof) for monetary or other consideration; and vi) not share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Company Data for targeted advertising, whether or not for monetary or other valuable consideration. Notwithstanding the foregoing or anything else in this DPA or the Agreement, OES may Process Company Data for permitted Business Purposes under Data Protection Laws. OES certifies that it understands and will comply with the restrictions in this DPA.

2.3 OES Obligations. OES further certifies that OES: (a) understands the obligations and restrictions imposed on it by Data Protection Laws in its role as a Processor; (b) will comply with all such obligations, including providing the same level of privacy protection as required by Data Protection Laws; and (c) will notify Company immediately if OES determines it can no longer meet its obligations under Data Protection Laws or this DPA. Company reserves the right to take reasonable steps to ensure that OES Processes Company Data in a manner consistent with Company's obligations under Data Protection Laws, including without limitation the right, to stop and remediate any unauthorized Processing of Company Data.

3. Instructions.

3.1 Exception. If OES is required to conduct additional Processing pursuant to a legal requirement under Data Protection Laws, it shall inform Company of that legal requirement before Processing, unless such notification is prohibited by law.

3.2 Instructions likely to violate Data Protection Laws. If, in OES's reasonable and documented written opinion, Company's written instructions violate Data Protection Laws, OES shall notify Company of such reasons. In such cases, Company may provide alternative instructions.

4. OES Personnel.

4.1 Confidentiality Obligations. OES represents and warrants that its personnel engaged in the Processing of Company Data are informed of the confidential nature of Company Data and have executed written agreements no less protective of Company Data than the terms of this DPA.

4.2 Limited Access. OES warrants that any Processing of Company Data will be limited exclusively to those personnel authorized by OES to perform Services in accordance with the Agreement.

4.3 Data Protection Officer. OES has appointed a data protection officer (“DPO”). The appointed DPO may be reached at oes_legal@openenergysolutions.com by including “ATTN DPO” in the subject line.

5. Security of Processing.

5.1 Measures. OES represents and warrants that it has implemented and shall maintain appropriate technical and organizational measures to protect Company Data against Data Incidents (“Security Measures”), as described in Schedule 2 of this DPA, in addition to the following: assurance of the ongoing confidentiality, integrity, availability, and resilience of all Processing systems that Process Company Data;

- a. maintaining the ability to restore the availability and access to, and to cooperate with Company’s efforts to restore availability and access to, Company Data in a timely manner in the event of a physical or technical incident; and
- b. the regular testing, assessment, and evaluation of the effectiveness of the Security Measures.

6. Sub-Processors.

6.1 General Authorization. Company agrees that OES may use the Sub-Processors that are listed in Schedule 1 of the DPA to Process Company Data to the extent necessary for OES to fulfill its contractual obligations under this DPA or the Agreement.

6.2 Obligations. OES will enter into a written agreement with its Sub-Processors that impose similar data protection obligations as those set out in this DPA and that comply with Data Protection Laws.

6.3 Objection Right. At least thirty (30) days prior to OES making any changes regarding a Sub-Processor, OES shall inform Company of any intended changes concerning the addition or replacement of Sub-Processors. Company shall then have ten (10) days to object to any such new Sub-Processor. Company shall provide written notice to oes_legal@openenergysolutions.com outlining Company’s specific concerns about the new Sub-Processor in order to give OES the opportunity to address such concerns. OES may, at its sole discretion, (i) not appoint the Sub-Processor and/or propose an alternate Sub-Processor; (ii) take the steps to address Company’s specific concerns and obtain Company’s written consent to use the Sub-Processor; or (iii) make available to Company the OES Product(s) without the particular aspect that would involve use of the objected to Sub-Processor. If OES is unable or determines in its reasonable judgement, that it is commercially unreasonable to do any of the options in Section 6.3 (i)-(iii), Company may terminate this DPA in accordance with the terms of the Agreement.

6.4 Liability. OES will remain fully liable and responsible for the acts or omissions of all Sub-Processors.

7. Rights of Data Subject.

7.1 OES will notify Company without undue delay, and in any case within three (3) business days of OES receiving a request from a Data Subject about the Personal Data of a Data Subject including but not limited to exercising the Data Subject's rights set forth in Data Protection Laws ("Data Subject Request"). Considering the nature of the Processing, OES will, upon Company's request, provide Company with any assistance Company reasonably deems necessary to respond to such Data Subject Request.

8. Assistance.

8.1 Considering the nature of Processing and the information available to OES, OES will provide reasonable assistance and cooperation to Company in respect of its relevant obligations under Data Protection Laws at no charge to Company, including data protection impact assessments and transfer impact assessments.

9. Data Incident Notification

9.1. Notification of OES Data Incident. OES will provide written notification to Company without undue delay, but always within forty-eight 48 hours, after becoming aware of any Data Incident that includes the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Company Data transmitted, stored or otherwise Processed by OES or its Sub-Processors.

9.2. Investigation of Data Incident. OES will investigate and remediate the Data Incident and will provide Company, as soon as reasonably possible, with assurances satisfactory to Company that the Data Incident has been remediated. OES will provide a report detailing the scope of the Data Incident, and update such report as more information becomes available.

9.3. Full Cooperation. OES will fully cooperate with Company in the handling of any Data Incident, including without limitation any investigation, reporting or other obligations required by Data Protection Laws. OES shall respond to Company's reasonable inquiries about the Data Incident.

9.4 External Notice. With the exception of Third-Parties that provide software, services, or are sub-processors to OES, OES will not inform any other Third-Party of a Data Incident without first obtaining Company's prior written consent, unless and to the extent that OES is otherwise prohibited from notifying Company first by applicable law, in which case OES shall notify Company as soon as possible. The Parties shall collaborate on whether to provide notice of the Data Incident to any person, governmental entity, the media, or other party and the content of any such notice. Company will make the final determination as to whether notice will be provided and to whom, the content of the notice, and which Party will be the signatory to the notice.

10. Return and Deletion of Company Data.

- 10.1 OES will return or delete Company Data in a manner specified by the Company. OES will delete Company Data ninety (90) days after termination or expiration of the Agreement, unless and to the extent applicable laws require OES to retain the Company Data.
- 10.3 Notwithstanding the termination or expiration of this DPA or the applicable Agreement, the terms of this DPA shall apply to all Company Data so long as the Company Data is in the possession or control of OES.

11. Company Audits.

- 11.1 Summary Report of Internal Audit. OES shall make available to Company information necessary to demonstrate compliance with the obligations under this DPA.
- 11.2 Company Audit. To monitor OES's compliance with this DPA, Company may, upon thirty (30) days written notice to OES, but no more than once in any 12-month period, audit OES's compliance with this DPA. All audits are subject to the confidentiality obligations set forth in the Agreement. Alternatively, OES may, with Company's consent, arrange for a qualified and independent Third-Party auditor to conduct, at the Company's expense, an audit of the OES's policies and technical and organizational measures in support of the obligations under this DPA using an appropriate and accepted control standard or framework and audit procedure for the audits as applicable. Company shall provide a report of the audit to EOS upon request.

12. Material Breach

- 12.1 Material Breach. Either party's failure to comply with any of the provisions of this DPA shall be deemed a material breach of the Agreement, and the other party may terminate the Agreement consistent with the termination provisions in the Agreement.

13. Transfers of Company Data to Third Countries.

- 13.1 Regions. The location(s) where the OES and its Sub-Processors are permitted to Process Company Data is the United States or as otherwise agreed to in writing by the Parties ("Permitted Countries"). Except as necessary to provide the Product and/or Services in a Third Country requested by Company, OES will not transfer Company Data to Third Countries without the Company's prior written approval. OES warrants that any transfer of Company Data to a Third Country shall take place in compliance with Data Protection Laws. Where required, OES shall ensure that a lawful data transfer mechanism, such as the SCCs for Restricted Transfers, is in place prior to transferring Company Data to a Third Country. Without limiting the foregoing, OES shall take all appropriate additional measures necessary to ensure an adequate level of data protection for any Company Data transferred to a Third Country, including carrying out a transfer impact assessment and/or applying supplementary measures as requested by Company.
- 13.2 Restricted Transfers. Where the transfer of Company Data from Company to OES is a Restricted Transfer, such transfer shall be governed by the SCCs (as applied in accordance

with Schedule 3 of this DPA), which are hereby incorporated into and form an integral part of this DPA.

14. Indemnification and Limitation of Liability.

- 14.1 Indemnification. Each party agrees to indemnify, defend and hold the other party harmless, including its parent, subsidiaries, affiliates and each of their respective officers, shareholders, directors and employees ("Indemnified Parties"), from and against any claims, losses, liabilities, costs or expenses (including reasonable attorney's fees) arising out of or in relation to performance of its obligations (or the performance of a Third-Party working on behalf of the indemnifying party) under this DPA, or any Data Protection Law. As permitted by applicable law, in no event will either party be liable for any claims, costs, expenses, damages, obligations, or losses in excess of the fees paid or payable by Company to OES within the preceding six (6) months of such claim.

16. Agreement Hierarchy.

- 16.1 This DPA supersedes any prior agreements entered into between OES and Company for the purpose of providing adequate safeguards for the protection of privacy and security of Company Data. In the event of any conflict between the terms and conditions of this DPA and the Agreement in connection with or related to the Processing of Company Data, the terms and conditions of this DPA shall govern and control. If the Standard Contractual Clauses apply, the terms of the relevant Standard Contractual Clauses shall prevail over the conflicting sections of this DPA as to Company Data that is subject to the GDPR. Except as modified below, the terms of the Agreement shall remain in full force and effect.

17. Term and Termination; Survival.

This DPA shall enter into force at the same time as the Agreement. This DPA shall survive termination or expiration of the Agreement.

18. List of Schedules.

Schedule 1: Details of the Processing of Company Data
Schedule 2: Security Measures
Schedule 3: Standard Contractual Clauses
Schedule 4: Additional Clauses

[Signatures to Follow]

THIS DOCUMENT IS SUBJECT TO NEGOTIATION BETWEEN THE PARTIES.

OES

COMPANY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Schedule 1: Details of the Processing of Company Data

Annex 1(A): List of Parties

Data exporter:

1. Name: ‘Company’ as defined above

Address: As set out above

Contact person’s name, position and contact details:

Company Security Representative

Name: [insert]

Title: [insert]

Phone: [insert]

Email: [insert]

Activities relevant to the data transferred under the SCCs: As set out in the Agreement

Signature and date: See above.

Role (controller/processor) under the SCCs: Controller

Data importer:

1. Name: “OES” as defined above

Address: As set out above

Contact person’s name, position and contact details: [insert details]

Activities relevant to the data transferred under the SCCs: As set out in the Agreement

Signature and date: See above.

Role (controller/processor) under the SCCs: Processor

Annex 1(B): Description of Processing

Nature and Purpose of Processing

OES will Process Company Data as necessary to provide the Services to Company pursuant to the Agreement and as further instructed by Company in Company’s use of the Services.

Retention of Company Data

For the duration permitted under Section 10 of this DPA.

Frequency of Transfer

Continuous.

Categories of Data Subjects

OES will Process Company Data, the extent of which pertains to the following data subjects:

- Examples:
 - Company's Residential Consumer (indirect/inferred identifiers)
 - Company's Commercial or Industrial Consumer (indirect /inferred identifiers)

Types of Company Data

OES will Process Company Data, the extent of which includes:

- Telemetry and sensor data that may include usage, demand, voltage, current, temperature or similar from Data Subject's interconnection to the grid
- Telemetry or sensor data as above from grid equipment where in the Subject may be identifiable based on data patterns
- Distribution network or asset identification provided by Company detailing geolocation, address, number, type and load characteristics of connected Data Subjects

Special Categories of Company Data

- Not applicable

For transfers to Sub-Processors

Subject matter, nature and duration of processing is the same as above for the OES.

Annex 1(C): Competent Supervisory Authority

Where the EU GDPR applies, the competent supervisory authority shall be the competent supervisory authority in the EU Member State in which the Company Authorized Affiliate is established.

Where the UK GDPR applies, the competent supervisory authority shall be the UK Information Commissioner's Office.

Annex 2: Sub-Processors

List of Authorized Sub-Processors (in line with section 6.1 of the DPA)

Company has authorized the use of the following Sub-Processors:

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Name of a Sub-Processor	Processing Activities	Country/Location of processing	Appropriate safeguards in place for transfers to Third Countries
<i>Google LLC (Google Cloud)</i>	<i>Google Cloud Platform technologies used for structuring, storage, adaptation and retrieval</i> <i>Google Gemma model used to implement agentic architecture and inference on Company data</i>	[United States and/or local country]	Yes

Schedule 2: Security Measures

OES will implement and maintain the following Security Measures to adequately protect Company Data. Company understands and agrees that these Security Measures are subject to technical progress and development and OES will implement the state-of-the-art level of security to Company Data:

1. Technical measures

- 1.1. Access Control. OES shall prevent unauthorized access to data processing systems. Personnel shall only have access to Company Data when it's necessary for them to perform obligations of OES under the Agreement and the DPA. Company Data shall not be read, copied, modified, or deleted without authorization.
- 1.2. Entry Control. OES shall prevent data processing systems from being accessed by unauthorized parties.
- 1.3. Logging Control. OES shall ensure that all events in the data processing systems can subsequently be checked.
- 1.4. Transmission Control. OES shall ensure that Company Data cannot be read, copied, altered, or removed without authorization during electronic transmission by applying password protection or encryption.
- 1.5. Encryption. OES shall ensure the appropriate encryption of data in transit and at rest.
- 1.6. Separation Control. OES shall ensure that data collected for various purposes are processed separately.
- 1.7. Reliability Control. OES shall ensure that all functions of the data processing system are available and occurring malfunctions are identified immediately.
- 1.8. Integrity Control. OES shall ensure that stored Company Data cannot be damaged by malfunctions of the system or that damaged data can be replaced by the original and correct data.
- 1.9. Availability control. OES shall ensure that Company Data is protected against unintentional destruction or loss and therefore available for Company.
- 1.10. De-identification. OES shall ensure that Company Data is held in an aggregated and/or de-identified manner.

2. Organizational Measures

- 2.1 Admission Control. OES shall prevent unauthorized persons from gaining access to OES premises by maintaining the relevant internal company policies and enforcing those policies effectively.
- 2.2 Security and Awareness Training. OES shall maintain a security awareness program that includes the appropriate training of personnel on OES's security policies and the Data Protection Laws and obligations of the OES under the DPA.
- 2.3 Personnel Screening. Criminal background checks shall be performed for all employees before hiring to the extent permitted by local laws. Additionally, OES will ensure that all employees have executed written confidentiality agreements regarding Company Data.
- 2.4 Information Security Management Process. OES shall maintain an ISO 27001:2013 certified information security management system for the term of the Agreement.

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2.5 Business Continuity Management Process. OES shall maintain a business continuity management system that defines the processes and procedures in the event of a disaster, including the testing and reviewing of the disaster recovery plans.

2.6 Regular Evaluation of Security Measures. OES shall ensure a process for regular testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure a level of security appropriate to the risk of for the rights and freedoms of Data Subjects