

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is made and entered into as of [•] (this “**Effective Date**”), by and between Ageera Idan Hadash Israel 21 Ltd., a company incorporated under the laws of Israel, with offices located at [•] (the “**Company**”), and [•], a [•] incorporated under the laws of [•], with offices located at [•] (the “**Customer**”). Each of the Company and the Customer shall be hereinafter referred to as a “**Party**” and together as the “**Parties**”. It is hereby clarified, that this Agreement shall govern the relationship between the Parties as to any of the Services provided or to be provided to Customer as set forth in each SOW (as defined below).

WHEREAS, the Company has developed a software platform for energy storage management, which combines real time data acquisition and algorithms to deliver dynamic optimization of operational regimes, temporal load and generation variability forecasting, as well as power quality operational fault detection and response, which is comprised of a central server and management console hosted in the cloud, smart hardware controllers and onsite management controller (the “**Solution**”); the Company desires to provide to the Customer with certain Services (as defined below); and the Customer is interested in receiving the Services under the terms and conditions of this Agreement. Therefore, the Customer and the Company hereby agree as follows:

1. SERVICE

1.1. Services. During the Term (as defined below) of the Agreement, the Company shall use all reasonable commercial efforts to provide the services as described in one or more statement of work executed by both Parties (the “**Services**” and the “**SOW(s)**”, respectively), as attached hereto as **Exhibit A**.

1.2. Access to Services. The Company will make the Services available to the Customer via password-protected online access accessible by the Customer, via the Solution. The Company will provide access to Solution for the Customer as specified in the SOW, subject to the Company’s security protocols and policies, and subject, to its acceptance of the Company’s terms of use, as may be updated from time to time.

1.3. SOWs. Each SOW is incorporated by reference hereto and will be governed by the provisions of this Agreement. The Company will perform only work that is documented in an SOW. Each SOW shall describe the Services, the term through which the Services shall be provided, the fees in respect of the Services and their payment terms, the technical requirements for such Services to be provided and the required deliverables to be provided by the Customer. In the event of inconsistency between this Agreement and an SOW, the terms of this Agreement will control unless specifically stated otherwise in the SOW with reference to the conflicting provision of this Agreement. Any amendment to an SOW shall require the prior written consent of the Customer and the Company.

1.4. Changes. The Company may change or discontinue the Services or provide new, additional, or replacement Services. In any such case, the Customer will receive a written notification. In the event of a material change to the scope of the Services, the Customer may, within thirty (30) days of receipt of the notification of change, elect to terminate this Agreement, by providing a written notice to the Company. Unless the Customer provides written notice of its rejection within the said thirty (30) days, the new Services will promptly take effect.

1.5. Use Limitations. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the Service granted by the Company to the Customer shall be subject to the following prohibitions:

- a. the Customer must not sub-license its right to access and use the Services, unless otherwise set forth in the SOW;
- b. the Customer must not permit any unauthorized person to access or use the Services;
- c. the Customer must not use the Services to provide services to third parties, unless otherwise set forth in the SOW;

d. the Customer must not copy, or make any alteration to, or access the software code of, the Solution or damage, interfere with, or disrupt the integrity, performance or use of the Services;

e. the Customer must not use the Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

f. create any derivative works of Company's Property or reverse engineer or build a similar or competitive product or service to the Solution and the Service;

g. provide the Company with any information via a real time access to data and devices which it may reasonably require from time to time to enable the Company to perform its obligations under this Agreement; and

h. the Customer may not use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Services for any purpose without the express written consent of the Company.

1.6. Right to Use. Subject to Customer’s full compliance with the terms of this Agreement, the Customer is granted a limited, personal, non-exclusive, non-transferable, non-sub-licensable, single user license to use the software components as provided in the SOW (the “**Software**”) for its internal business purposes and Customer may not make any commercial use of the Software, nor grant any third party any right to use the Software, whether or not for consideration. Notwithstanding the forgoing, if the SOW permits the Customer to sublicense the Services, it shall be permitted to do so, provided that the Customer ensure that its customers (the “**End User(s)**”) execute a binding written agreement with the Customer that incorporates the provisions herein and further provided that Customer shall be responsible for any acts or omissions of the End Users. All other rights in the Software are expressly reserved by the Company. Other than the rights expressly provided hereunder to Customer, no other rights or interests whatsoever in the Software are transferred or granted to Customer. Without limiting the foregoing, Customer undertakes not to, and not to allow or aid to any third party, to: (i) use the Software for any purpose other than the purpose explicitly set forth hereunder; (ii) copy, alter or reproduced the Software or the documentation which accompanies the Software or create derivative works based on the Software or any part thereof; (iii) develop any other product containing any of the concepts or ideas contained in the Software; (iv) modify, alter, reverse engineer, revise, enhance, disassemble or decompile the Software or any part thereof, or incorporate the Software into any other software, or, if applicable, extract the Software from the product within which it is embedded, or attempt to create the source code or underlying ideas or algorithms from the object code of the Software; (v) transmit the Software over any network or between any devices, although Customer may use the Software to make such transmissions of other materials; (vi) remove or otherwise alter any of the Company’s trademarks, logos,

copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Software; or (vii) ship, transfer or export the Software into any country, or make available or use the Software in any manner which in violation of applicable export control laws, restrictions or regulations.

1.7. System Policies. The System shall generate suggested management policies, which are subject to the approval of the Customer. The Customer shall be entitled to update the policies from time to time. The Company shall have no responsibility for any decisions made by the Customer based upon policies approved by the Customer.

1.8. Hardware Components. Any hardware components that are provided with the Solution shall be provided only with the warranty provided by the manufacturer of such hardware, and the Company shall have no liability other than under the manufacturer warranty.

2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1. Each Party represents and warrants that:

- a. It has the power and authority to execute and deliver this Agreement.
- b. Neither the execution and delivery of this Agreement nor the performance of its obligations under this Agreement will violate any contract, agreement, court order, injunction, consent decree or law to which such Party is subject or by which it is bound.

2.2. Customer represents, warrants and acknowledge that:

- a. It shall use the Services in accordance with the provisions of this Agreement and the guidelines provided by the Company, from time to time.
- b. Certain portions of the Services may be provided by Company's third-party licensors.
- c. the Services are provided "as is" and they may be modified, supplemented, or removed from time to time in the Company's sole discretion.

3. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

The Customer acknowledges and agrees that the Company's ability to deliver the Services also depends upon the Customer's timely cooperation. The Company is not responsible for any loss suffered by the Customer if the Company is not provided with this cooperation.

The Solution provides recommendations only and the Company shall have no responsibility for any decisions made by the Customer based upon such recommendations.

4. CONSIDERATION AND PAYMENT TERMS

4.1. Consideration. In consideration for the Services, the Customer shall pay the Company the fees set forth in each SOW (the

"**Consideration**"). Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Consideration is non-refundable.

a. **Invoice.** The Company shall issue invoices for the Consideration to the Customer, in advance of the period to which they relate, all in as set forth under the SOW.

b. **Payment Terms.** The Customer shall pay the Consideration to the Company on such payment terms as set forth in the SOW.

The Customer shall pay the Consideration by using such payment details as are notified by the Company to the Customer from time to time.

4.2. Taxes. The Consideration does not include taxes which shall be added as required by law. The Customer shall bear any and all taxes in connection with any payments made to the Company pursuant to this Agreement. The Company shall be entitled to withhold any taxes as required by law.

4.3. Offset. The Customer shall not be entitled to offset any payments due to the Company under this Agreement.

4.4. Default. If the Customer defaults in payment of any sum due to the Company, the Company shall provide a written notice to the Customer. If the invoice remains unpaid for more than fifteen (15) days, then the Company may suspend further performance of the Services until Customer pays the amount in full.

4.5. Interest. Interest will accrue on amounts past due at the higher of: (i) the daily rate of "Bank Israel"; or (ii) the maximum permitted by applicable law. In any proceeding brought by the Company to collect amounts due, the Company will also receive its actual costs of collection, including reasonable attorneys' fees.

5. TERM AND TERMINATION

5.1. Term. The term of this Agreement commences on the Effective Date and continues until the fourth anniversary or otherwise as set forth in the SOW or as provided below. The term will automatically extend for one year periods unless either party terminates the Agreement by a ninety (90) days' prior notice in writing to the other party (the "**Term**"), which termination shall become effective upon the expiration of the then current Term.

5.2. Termination for Cause. Either Party may, without prejudice to the other rights or remedies available to it, immediately terminate this Agreement if the other Party:

- a. Fails to perform its obligations under this Agreement or any SOW and such failure continues for a period of thirty (30) days following the receipt of a written notice; or
- b. Institutes or suffers the institution against it of bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceedings.

5.3. Effect of Termination. The Company will be paid for all Services performed and expenses incurred during the Term. If the Customer terminates an SOW or the Agreement without cause while any SOW remains uncompleted, the Customer shall pay any remaining Consideration and/or cancellation fee applicable to the affected SOW, as set forth in such SOW. Furthermore, any fees paid in advance are non-refundable. Upon termination date of this Agreement, the Services granted herein shall immediately terminate (unless otherwise provided in the SOW), and the Customer shall immediately return to the Company, or, if the Company has provided a written request, destroy and permanently delete, all of the Company's documents and Information (as defined below), and all other Services' deliverables (as such shall be further detailed in each SOW) in its possession or control.

5.4. Survival. The provisions of Sections 1.5, 4.2, 4.3, 4.5, 6, 7, 9, 10 and 12 hereinafter shall remain in force even after the termination of this Agreement for any reason.

6. CONFIDENTIALITY

6.1. The Parties undertake to keep confidential and not to disclose to anyone, the terms of this Agreement.

6.2. The Parties undertake that, during and after the Term of this Agreement, each Party shall keep confidential any and all Information in respect to the disclosing Party, its business and operations, and any Information related to the engagement contemplated under this Agreement. The Parties undertake not to disclose to any entity or person in any way, whether for or without consideration, Information of any kind in respect to the Services provided by the Company or Information that came to the Customer's knowledge during or in connection with its engagement with the Company, or Information that came to the Company's knowledge during or in connection with rendering the Services (as applicable), whether in writing, orally, by means of magnetic media, or in any other way, other than Information received when executing the Services and Information for the benefit of each Party.

"Information" shall include, without limitation any data or information that is proprietary to the disclosing Party, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the receiving Party, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the disclosing Party; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the disclosing Party; and (vi) any information generated by the receiving Party that contains, reflects, or is derived from any of the foregoing. Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Information. Each Party acknowledges that the Information is proprietary to the disclosing Party, has been developed and obtained through great efforts by the disclosing Party and that the disclosing Party regards all of its Information as trade secrets.

6.3. Each Party undertakes not to retain any Information of the disclosing Party, except during and for the purpose of its engagement with the disclosing Party. Each Party undertakes to return to the disclosing Party all such Information, immediately upon the disclosing Party's initial demand.

6.4. In the event of termination of the Customer's engagement with the Company for any reason, the Customer shall cause that any Information of the Company under its possession or control, be returned to the Company until the date of termination of the engagement. It is hereby agreed that any document, whether written, by means of magnetic media, or any other media, which includes Information, is the sole property of the Company, whether delivered to the Customer by the Company or drafted by the Customer.

6.5. Each receiving Party agrees to limit its disclosure of Information only to those of its employees who need to know such Information and who have signed a written agreement with the receiving Party binding them to terms and conditions substantially similar to those of this Agreement.

6.6. The obligations in this Section 6 herein, with respect to Information do not apply to Information that: (a) is rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (b) is independently developed by the receiving Party or its personnel, provided that the persons developing the information do not use the Information; or (c) was already known to the receiving Party prior to its receipt from the

Company. In addition, the receiving Party will be allowed to disclose Information of the disclosing Party to the extent that such disclosure is: (x) approved in writing by the disclosing Party; or (y) required by law or by the order of a court of similar judicial or administrative body, provided that the receiving Party gives the disclosing Party prompt notice thereof so that the disclosing Party may seek a protective order or other appropriate remedy, and further provided, that in the event that such protective order or other remedy is not obtained, the receiving Party shall furnish only that portion of the Information which is legally required, and shall exercise all reasonable efforts required to obtain confidential treatment for such Information.

6.7. In addition to the confidentiality provisions set forth above, both parties shall ensure that all personal data received, collected, disclosed, transferred, stored, processed or otherwise used in connection with this Agreement shall be in compliance with applicable data protection laws. Without derogating from the foregoing, Customer hereby agrees to comply by the terms and conditions of Exhibit B "Data Processing Exhibit", attached to this Agreement and constitutes an integral part thereof.

7. OWNERSHIP; INTELLECTUAL PROPERTY

7.1. Ownership. All rights, of any kind whatsoever, including, but not limited to, intellectual property rights, copyrights, trademarks, brands, patents, trade secrets, samples, know-how and/or any other material included and/or associated with the Company's Solution (including the Software) for providing the Services and the operation thereof or the Services, whether said rights are registered or unregistered, are exclusively owned by the Company (collectively, the **"Company's Property"**). The Customer hereby acknowledges that the Customer shall have no rights of any kind in the Company's Property and this Agreement does not transfer any rights in the Company's Property to the Customer.

7.2. License. The Company hereby grants to the Customer, during the Term, a non-exclusive, world-wide rights to access and use any software that the Company has agreed to provide such access to and use of under this Agreement and the relevant SOW on the Service for the Customer's own business purposes. The Customer shall acquire for itself sufficient fully paid up licenses or legal rights for access, terminal or web services, and service plans to match the scope of access and use of the Solution and Services for itself and on the Company's request, promptly verify and document that it has purchased such sufficient licenses and/or legal rights.

7.3. Feedback. The Customer may from time to time provide Feedback to the Company. Both parties agree that all Feedback are and shall be given entirely voluntarily. Feedbacks, even if designated as confidential by the Customer, shall not, absent a separate written agreement, create any confidentiality obligation for the Company. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the Parties, the Company shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. **"Feedback"** means comments for improvements or modifications or other feedback which the Customer may time to time provide to the Company with respect to Confidential Information concerning the Services or the Solution.

8. DATA

8.1. "Customer Data" means all data, works and materials: uploaded to or stored on the System by the Customer; transmitted by the System or generated by the System as a result of the use of the Services by the Customer. Customer agrees not to upload any sensitive personal data, consumer financial data, or its equivalent to any Service.

8.2. The Customer hereby grants the Company a non-exclusive license to copy, reproduce, store, process, edit and translate the Customer

Data to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under this Agreement as well as the right to use the Customer Data in order to improve the System. The Customer also grants to the Company the right to sub-license these rights subject to any express restrictions included in this Agreement.

8.3. The Customer warrants to the Company that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8.4. Customer Data will be processed in accordance with the Data Processing Agreement attached hereto as **Exhibit B**.

8.5. Notwithstanding anything to the contrary in this Agreement, the Company may collect and use query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service (the "**Usage Data**") to develop, improve, support, and operate its products and services. The Company may not share any Usage Data that includes Customer's Confidential Information with a third party except (i) in accordance with Section 6 (Confidentiality) or (ii) to the extent the Usage Data is aggregated and anonymized such that the Customer cannot be identified.

9. RELATIONSHIP OF THE PARTIES

The Company is an independent contractor and nothing in this Agreement will be construed to make either the Company or Customer partners, joint ventures, principals, agents or employees of the other. No officer, director, employee, agent, affiliate or contractor employed by the Company to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent or contractor of Customer. Neither Party will have any right, power or authority, express or implied, to bind or make representations on behalf of the other.

10. LIMITATION OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR LOST PROFITS DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNCURED BREACH BY THE COMPANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, IS TERMINATION BY WRITTEN NOTICE TO THE COMPANY, AND REFUND OF A PRORATED PORTION OF THE CONSIDERATION THAT CUSTOMER HAS PAID. THE COMPANY'S MAXIMUM LIABILITY TO CUSTOMER SHALL BE THE AMOUNTS ACTUALLY PAID TO THE COMPANY BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CAUSE OF ACTION. WITHOUT DEROGATING FROM THE FORGING, THE COMPANY SHALL NOT BEAR ANY LOSSES OR DAMAGES THAT DERIVE FROM BUSINESS DECISIONS BASED ON THE RECOMMENDATIONS OF THE SYSTEM, MISUSE OF THE SYSTEM, LOSS OF COMMUNICATION, THIRD PARTY FAILURES, USE OF THE SYSTEM NOT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT OR APPLICABLE LAW OR ANY REGULATORY CHANGE. THE CUSTOMER SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE COMPANY AND THE SERVICES, EXCEPT IN CASE OF FRAUD OR WILLFUL MISCONDUCT

10.2. The Company accepts no liability for any claim notified to it more than six months after the date of the provision of the Services that gave rise to the Claim.

10.3. All the terms and limitations of this Agreement, including the warranty and liability limitations and exclusions, are fair and reasonable in light of the amounts to be paid by the Customer, the nature of the Services, the strength of the bargaining position of each party, the alternative ways the Customer's needs could have been met and the potential benefits and risks for both party in entering into this Agreement.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

11.1. Subject to Section 11.2 below, the Company will defend, indemnify, and hold harmless the Customer from and against any claims or actions ("**Claim**") brought or made by a third-party against the Customer and from all damages, costs and expenses arising in connection therewith, and will pay any settlements agreed to by the Company or judgments finally awarded against the Customer in favor of the third party resulting from such Claim, to the extent based upon any Claim that the Solution and/or the Services infringes any valid patent, copyright or trade secret, provided that the Customer: (a) as promptly as reasonably practicable notifies the Company in writing of any such claim; (b) gives the Company full authority and control of the settlement and defense of the claim; and (c) fully cooperates with the Company in the defense of such claims, including providing adequate assistance and information at the Company's expense.

11.2. The Company will have no obligation to the Customer to the extent that any Claim arises from: (a) any modification to the Solution and/or the Services by anyone other than the Company; (b) modifications made by the Company at the Customer's request; (c) use of the Solution or the Services other than as specified in this Agreement or in the applicable documentation; (d) use of prior versions of the Solution or the Services; or (e) use of the Solution or the Services in combination with third-party software, hardware or data. The Company's indemnification obligations regarding any third-party products/software are limited to the extent the Company is indemnified by such third parties.

11.3. If a Claim arises, or in the Company's opinion is likely to arise, the Company may at its own expense obtain for the Customer the right to continue using the System and the Services, modify the System and the Services to make it non-infringing, or substitute at no additional cost other Services of substantially similar capability and functionality. If none of these options are reasonably available to the Company, the Company or the Customer may terminate this Agreement with the Company to refund to the Customer the prorated portion of the Consideration paid for the affected Services.

11.4. THIS SECTION 11 STATES THE ENTIRE OBLIGATION OF THE COMPANY AND THE SOLE AND EXCLUSIVE REMEDIES OF THE CUSTOMER WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR PROPRIETARY RIGHTS VIOLATIONS.

12. GENERAL PROVISIONS

12.1. Interpretation. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any purpose whatsoever.

12.2. Assignability. Either party may assign and/or transfer and/or subrogate its rights and obligations under this Agreement, provided that the rights of the non-assigning party under this Agreement shall not be infringed.

12.3. Publicity. The Company may reference its general business relationship with Customer for marketing purposes, including, through references that will be made on the Company's website and/or by using the Customer's name and/or the Customer's logo and/or the Customer's

trademarks. Customer may not use the Company's trademarks in any marketing material without the prior written consent of the Company.

12.4. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail, at the address of the receiving Party set forth in this Agreement (or such different address as may be designated by such Party by written notice to the other Party). The notice will have been given (a) when delivered by hand, (b) on the next business day, if delivered by a recognized overnight courier, (c) on the third business day if mailed (by certified or registered mail, return receipt requested), or (d) upon confirmed electronic mail.

12.5. Entire Agreement of the Parties. The recitals, the exhibits and the applicable SOWs constitute an integral part of this Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Services and supersedes all prior written or oral understandings, agreements or representations by or between the Parties with respect to these subjects. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of both Parties.

12.6. Waiver. No delay or failure by a Party in exercising any right, power or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege

12.7. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, war, terrorism, or acts of God such as fires, floods, electrical storms, pandemic, and natural catastrophes (each a "**Force Majeure**"). In the event of a Force Majeure, the performance of the Company's obligations shall be suspended during the period of existence of such Force Majeure

as well as the period required thereafter to resume the performance of the obligation.

12.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart and all of which together shall constitute one and the same instrument.

12.9. Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected.

12.10. No Third Party Beneficiary. Nothing in this Agreement, expressed or implied, shall confer on any person other than the Parties hereto, or their respective permitted successors or assigns, any rights, benefits, remedies, obligations or liabilities under or by reason of this Agreement or the transactions contemplated herein.

12.11. Governing Law; Place of Jurisdiction. This agreement shall be exclusively governed by the Laws of the State of Israel. Any dispute, controversy or claim arising under, out of or relating to this agreement (and subsequent amendments thereof), its valid conclusion, binding effect, interpretation, performance, breach or termination, including tort claims, shall be exclusively referred to the competent courts in Tel Aviv, Israel.

12.12. The Parties hereby declare that this Agreement is the result of negotiations between them, that they have been given the opportunity to review and consult before entering into this Agreement, and that they have read this Agreement carefully, fully understood its contents and obligations thereunder, and the full offerings and meanings thereof, and they accept to undertake, unreservedly, all of their obligations and liabilities as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Ageera Idan Hadash Israel 21 Ltd.

By: _____

Title: _____

[THE CUSTOMER]

By: _____

Title: _____

Exhibit A

SOW

This Statement of Work No.1 ("SOW") to the Master Services Agreement dated [●] (the "Agreement"), by and between Ageera Idan Hadash Israel 21 Ltd., a company incorporated under the laws of Israel, with offices located at [●] (the "Company"), and [●], a [●] incorporated under the laws of [●], with offices located at [●] (the "Customer"). This SOW is effective as of [●] (the "SOW Effective Date") and describes the Services to be provided as part of the Agreement. If any item in this SOW is inconsistent with the Agreement prior to such incorporation, the terms of this SOW will control, but only with respect to the Services to be provided under this SOW. All capitalized terms used herein and not expressly defined in this SOW will have the meanings given to them in the Agreement.

1. Service Description.

The Services include the following:

- **Monitoring** - monitoring of the managed battery energy storage systems ("BESS") on site, including actual performance, faults and system alerts.
- **Control** - optimization and creation of policies for the BESS
- **Information management** - storage, maintenance, backup, security and access policy of the BESS information on the Company's cloud server.
- **Energy Management System (EMS)** - energy management system, including real-time energy balance, communication to the on-site BESS, including security.
- **Market Adjustments** - rate updates, tariffs structure (including holidays, national days, and seasons), regulatory schemes, standards, limitations and restrictions, cyber protection requirements, and power limitations.
- **Reports** - BI capabilities, generating pre-built reports and distributing them, exporting data
- **Asset management** - documentation, management and control of compliance by BESS equipment suppliers with their obligations

Additional services may be provided upon request of the Customer and mutual agreements to the scope of services and commercial terms.

The System shall perform the following functions:

- **Load-shifting:** leveraging changes in power rates, the system uses storage to create arbitrage revenues.
Generation Peak Shaving: offsetting power generation using BESS
- **Load Peak Shaving:** curtailment of load using BESS
- **Raw data billing** (for BESS only)
- **Reporting and dashboards**

2. HW Components. The Company shall provide the Customer with controller hardware devices (the "HW"). The HW is provided for the Customers own use and remains the property of the Company. The Company will replace any HW in accordance with the Company's hardware replacement terms and conditions.

3. Sublicense. [] Permitted [] Not permitted (if not marked, the default is not permitted)

4. Customer Obligations. The Customer's obligations include the following:

- **Power:** Preparation and maintenance of electricity power in accordance with Company's instructions.
- **Integration:** Integration of the Services and HW withing its systems or any 3rd party systems required to complete the SOW, including the data, documentation and support needed from 3rd party vendors \ OEMs \ partners \ suppliers.
- **Communication to the BESS:** ensuring internet access including cellular SIM and wired internet connection with a fixed IP, between the BESS and Company cloud
- **System Performance:** BESS performance complies with minimum performance according to its manufacturer.
- **Physical security and firewall (or any other protection):** ensuring minimum physical security measures for the BESS as well as on site Internet and other communication networks security and firewall
- **HW Integration:** integration with non-standard and/or 3rd party hardware systems
- **System Operation:** The Customer is responsible for the operation of its energy systems.
- **Policy Approval:** Approval of work polices
- **System Recommendation:** Approval of System recommendations (including the default work plans). The Customer can change the default plans.
- **Notifications to Company:** The Customer shall inform the Company at least 14 days in advance of any maintenance, shutdown, disconnection, etc. that have a direct or indirect effect and/or implications on the BESS.
- **Insurance:** maintaining insurance in the scope generally acceptable in the industry as shall be agreed upon between the parties, which shall exclude Subrogation rights towards the Company.

5. Term of SOW. The term of this SOW commences on the SOW Effective Date and continues until the third anniversary. The term will automatically extend for one-year periods unless either party terminates the SOW by a ninety (90) days' prior notice in writing to the other party, which termination shall become effective upon the expiration of the then current Term

6. Consideration.

- **Setup Fee:** one-time installation fee of \$6,000 paid upon the execution of the agreement.
- **Ongoing Fee:** Payment per installed kWh -per year according to the system capacity stated in the table below, paid in twelve equal monthly installments by the 10th of each month.

BESS KWh	Service fee yearly
0 – 1,000	4\$
1,000 – 3,000	3\$
3,000 – 4,000	2.5\$
4,000 - 10,000	1.8\$
10,000 +	1.65\$

PV systems service fee yearly - \$1.5 per kWp.

- **Downtime Fee:** \$1,000 per day on days the infrastructure is not available according all of terms defined under Exhibit A and the fixing of such unavailability requires the Company to visit the Customer's site.

7. Payment Terms.

- a. Pricing is in USD; Pricing excludes VAT or other taxes; Prices are linked to the CPI and will be increased accordingly.
- b. Pricing includes HW rental.
- c. Pricing excludes cabling and any other HW except for the controller rental.
- d. Customer shall set up an account billing authorization for the payments due under this Agreement
- e. Invoice will be rendered at the start of each month, but not later than 10 days from the beginning of the month.

8. Service Level.

- a. All requests for support by Customer (a "Request") shall be provided to the Company's technical support in the following ways:
 - (i) By Email: info@ageera.org;
 - (ii) Phone: +9720522688664
- b. The support services shall be available and responsive to Customer, during regular business hours (Sunday-Thursday 9:00-17:00 GMT+2).
- c. The Company shall respond to each Request within 24 hours of receipt of a Request, provided that if the 24 hours end not on a business day, then such Request will be addressed within 24 hours of the first business day thereafter. For example, if a request is provided on a Thursday after business hours, such Request will be addressed on the following Sunday.
- d. Any issues resulting out of such malfunctioning that are not the Company's responsibility are not covered under this section.

Exhibit B

DATA PROCESSING

This Data Processing Exhibit (the "**Exhibit**") is entered into by and between Ageera Idan Hadash Israel 21 Ltd., a company incorporated under the laws of the State of Israel, having its registered office at [•] (the "**Company**" or the "**Data Processor**"), forms an integral part of the Master Services Agreement (the "**Agreement**") between the Company and the Customer (or the "**Controller**").

All capitalized terms shall have the meaning ascribed to them in the Agreement, unless expressly provided otherwise in this Data Processing Exhibit. In the event of a conflict between the Agreement and this Exhibit, the terms of this Exhibit shall control over processing of Personal Data.

The Customer and the Company hereby agree as follows:

1. **DEFINITIONS**

- 1.1. "**Affiliate**" means an entity, whether now or in the future, that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Company. For this purpose, "control" means ownership of at least fifty percent of the voting shares or the power to direct or cause the direction of, the management, governance or policies of an entity.
- 1.2. "**Applicable Data Protection Laws**" means all applicable local, state, federal, and international privacy, including without limitation, GDPR, Israel Privacy Protection Law, 5741-1981 and the regulations promulgated thereunder, and applicable confidentiality, consumer protection, advertising, electronic mail, data security, data localization and other similar laws, rules, and regulations, whether in effect now or in the future.

- 1.3. **"Company System(s)"** means any information technology systems, whether owned, contracted, rented or leased (including any third-party hosted solutions) by or on behalf of the Company.
- 1.4. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- 1.5. **"Customer System(s)"** means any system whether owned, contracted, rented or leased by Customer or its Personnel uses to access Company Systems or uses to provide access to any Processed Data.
- 1.6. **"Customer"** as used in this Data Processing Exhibit shall mean collectively, the Customer party that enter into the Agreement and its affiliates.
- 1.7. **"Data Subject Requests"** means any requests from a Data Subject related to access, rectification, suppression, limitation, objection, portability and erasure of Personal Data or other requests authorized under Applicable Data Protection Law.
- 1.8. **"Designated Contact"** for reporting Security Events, Data Subject Requests, and unauthorized access to the Processed Data means: info@anecdotes.ai and such additional contact as designated by the Company.
- 1.9. **"GDPR"** means EU General Data Protection Regulation 2016/679;
- 1.10. **"Personnel"** means Customer's employees, contractors, subcontractors, agents and representatives.
- 1.11. **"Processed Data"** means any Personal Data Processed by the Company on behalf of the Customer pursuant to or in connection with the Agreement;
- 1.12. **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- 1.13. **"Security Event"** means any attempt or activity that (i) is made to gain unauthorized access to Processed Data; (ii) interferes with the operation of any Company Systems or Customer Systems containing the Company or the Company third-party data or information; or (iii) may otherwise compromise the security or privacy of the Processed Data or its disclosure.
- 1.14. **"Unauthorized Access"** means any accidental, unauthorized or improper access to the Processed Data.
- 1.15. The terms, "Data Subject", "Personal Data", "Personal Data Breach", "Processing", and "Supervisory Authority" shall have the same meaning as in the Applicable Data Protection Laws.

2. DATA PROTECTION AND PRIVACY OF PERSONAL DATA

In addition to the other obligations set forth hereunder, Customer shall comply with the terms of this Exhibit with respect to the Processing of any Personal Data:

- 2.1. The Customer shall comply with all Applicable Data Protection Laws as a Controller of the Processed Data; and
- 2.2. The Customer hereby appoints the Company in relation to the processing of Personal Data and the parties agree to act in accordance with their respective obligations under this Data Processing Exhibit and consistent with the purposes of the Agreement. The Customer shall further instruct the Company how to process the Processed Data, and the Company shall not

process data other than pursuant to the instructions as set forth below.

- 2.3. The Parties shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Processed Data, ensuring in each case that access is strictly limited to those individuals who need to know or to access the relevant Processed Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Data Protection Laws, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.4. The Customer will ensure that it has any and all authorizations, consents and certifications which are necessary under Applicable Data Protection Laws in order to control the Processing of the Personal Data as a Controller, as evidenced by its written records.
- 2.5. The Customer shall adhere to the obligations under Applicable Data Protection Laws including, without limitation, obligations regarding (i) data protection (including data protection impact assessments as defined in the GDPR); (ii) Data Subject Requests; (iii) Security Events; (iv) data transfers outside Israel or the EEA and other adequate countries; and (v) cooperation or consultancy with the relevant regulatory or supervisory authorities.
- 2.6. Customer will (i) use best efforts to ensure that any Processed Data that is inaccurate or incomplete is erased or rectified; (ii) ensure that all appropriate and legally required technical, physical and organizational security measures, are taken to protect the Processed Data against accidental or unlawful destruction, loss, damage, alteration or Unauthorized Access; (iii) establish an audit trail to document whether and by whom Processed Data have been entered into, modified in, or removed; and (iv) retain the Processed Data only as long as is necessary.

3. DATA SUBJECT RIGHTS

- 3.1. The Customer shall provide Data Subject rights to the Data Subject as required according to the Applicable Data Protection Laws. The Company shall not be liable in respect of any claim regarding Data Subject rights.
- 3.2. Taking into account the nature of the Processing, the Customer shall applied appropriate technical and organizational measures to respond to requests to exercise Data Subject rights under the Applicable Data Protection Laws.
- 3.3. The Customer shall:
 - 3.3.1. Promptly notify the company's Designated Contact if it receives a request from a Data Subject under any Applicable Data Protection Law in respect of the Processed Data; and
 - 3.3.2. Ensure it responds to that request as required by Applicable Data Protection Laws.

4. PERSONAL DATA BREACH

- 4.1. The Customer shall notify the Company without undue delay upon becoming aware of a Personal Data Breach affecting the Processed Data. The Company shall not be liable in respect of any claim of Personal Data Breach.
- 4.2. The Customer shall report or inform Data Subjects of the Personal Data Breach under the Applicable Data Protection Laws.
- 4.3. The Customer shall take reasonable commercial steps in the investigation, mitigation and remediation of each such Personal Data Breach.

5. DISCLOSURES AND SECURITY EVENTS

- 5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties shall in relation to the Processed Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 5.2. In assessing the appropriate level of security, the Parties shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
- 5.3. Customer shall report to the company's Designated Contact:
 - 5.3.1. Unauthorized access to the Processed Data within one (1) day of discovery of such access or earlier if required by law or regulation;
 - 5.3.2. Any successful Security Event affecting the Processed Data, within 24 hours upon discovery or earlier if required by law or regulation;
 - 5.3.3. The loss of any privacy or security certification of a Customer System or a material finding of any internal or external security assessment of a Customer System that poses a significant risk of a Security Event within five (5) days or earlier if required by law or regulation;
- 5.4. Customer shall use best efforts to remedy any unauthorized access to the Processed Data or any Security Event in a timely manner.
- 5.5. Customer shall be responsible for all costs to the extent caused by any unauthorized access to the Processed Data or a Security Event as described above, including those costs incurred by the Company related to investigation, remediation, fines or penalties. The Company may terminate without penalty the Agreement or any Services for breach if it determines that Customer's remediation action with regard to unauthorized access to the Processed Data or a Security Event is insufficient.

6. THIRD PARTY PERSONNEL

- 6.1. The Parties shall not appoint (or disclose any Processed Data to) any subprocessor unless required and authorized by the Company.
- 6.2. The Customer shall not transfer the Processed Data to any third party.
- 6.3. Customer will disclose the Processed Data only to those Personnel who have the need to know such Processed Data in connection with the performance of the Agreement, and shall ensure that its Personnel who provide or access Customer Systems or the Processed Data are obligated to comply with Applicable Data Protection Laws and the obligations set forth under this Data Processing Exhibit prior to accessing Customer Systems, or the Processed Data.
- 6.4. Customer shall be solely responsible for its Personnel's compliance with the Agreement and this Data Processing Exhibit and the acts and omissions of its Personnel to the same extent as if the acts were performed by Customer.
- 6.5. Customer agrees that if it engages a third party Personnel in connection with the performance of the Agreement, Customer shall ensure that such third party Personnel signs an agreement containing provisions substantially similar to this Data

Processing Exhibit, prior to accessing Customer Systems, or the Processed Data.

7. RECORDS/AUDITS/ASSESSMENTS

During the term of this Data Processing Exhibit and for a period of the later of seven (7) years or any regulatory requirements from the date of the termination or expiration of the Agreement or this Data Processing Exhibit, Customer shall keep records, logs, reports audit trails, and any other relevant documentation regarding the Services under the Agreement, with the exception of Personal Data (if the Services permit Customer to store any Personal Data) that will be deleted at the latest upon termination of the Agreement.

8. COMPLIANCE

- 8.1. If Customer is not compliant, or reasonably believes that it is not or is unable to comply with its obligations under this Data Processing Exhibit, Customer shall (i) promptly notify the Company of its non-compliance or inability to comply; (ii) conduct an assessment of the reasons for and circumstances surrounding such noncompliance; and (iii) use best efforts and take all necessary actions to achieve compliance and to mitigate the impact of its noncompliance on the Services or the Processed Data. Notwithstanding the above, the Company may suspend the Services or terminate the Agreement without penalty at any time during the period of Customer's noncompliance.
 - 8.2. A breach of this Data Processing Exhibit shall be deemed a breach of the Agreement. Customer acknowledges that, notwithstanding any other provisions of the Agreement, a material breach by Customer or its Personnel of this Data Processing Exhibit could cause irreparable harm and shall give the Company the right to (i) terminate the Agreement and all Services immediately without penalty in the event of a material breach, and (ii) pursue any remedies the Company may have in law or in equity.
 - 8.3. Customer shall indemnify and hold the Company and its affiliates harmless from and against all claims, costs, expenses, losses, damages, awards or other liability incurred by the Company or its affiliates arising out of any breach by Customer or its Personnel of any of the provisions of this Data Processing Exhibit (including all attachments) and/or Applicable Data Protection Laws. The provisions of this Data Processing Exhibit shall survive termination or expiration of the Agreement.
 - 8.4. IN NO EVENT NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO THIS EXHIBIT.
- ## **9. ADDITIONAL PROVISIONS**
- 9.1. At the expiration or termination of the Agreement or when requested earlier by the Company, Customer shall (i) return to the Company, or upon the Company's written request destroy, all Company Confidential Information and the Processed Data, as well as all copies, adaptations and independent compilations thereof in Customer's actual or constructive possession; and (ii) ensure that any device or system which stored or contained Company Confidential Information and the Processed Data are wiped, overwritten, or removed, in accordance with all Applicable Data Protection Laws and in a manner which verifies the Company Confidential Information and the Processed Data are rendered completely unrecoverable.

9.2. Duration. This Data Processing Exhibit will remain in force as long as the Company processes data on behalf of the Customer under the Service Agreement and all exhibits.

10. DETAILS OF THE PROCESSING

10.1 Details of the Processing of the Personal Data (as required by Article 28(3) GDPR):

10.1.1 Subject matter and duration of the processing of the Personal Data: shall be as set forth in the SOW, according to the scope of Services and the Term, as both defined in the Agreement.

10.1.2 The nature and purpose of the processing of the Personal Data:

- i. For the Company to perform its obligations pursuant to the terms and conditions;
- ii. For delivery and provision of the Services to the Customer;
- iii. For customer support and technical troubleshooting;
- iv. To comply with applicable law, including law enforcement requests.

10.1.3 The types of the Personal Data to be processed: name, phone number, email address, position, transactions, usage details, including URLs visited, events triggered on defined actions such as page loads, clicks, logins and purchases, IP addresses, cookies, analytics data.

10.1.4 The categories of Data Subject to whom the Personal Data relates: current, former and potential employees and subcontractors of the Customer and other authorized users of the Services.

10.1.5 SubProcessors: The current list of sub-processors will be provided by the Company to the Customer upon the Customer's request.