

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is made and entered into as of [Date] (the “**Effective Date**”), by and between Ageera Idan Hadash Israel 21 Ltd., a company incorporated under the laws of Israel, with offices located at 8 Ha-Arba'ah St. Tel-Aviv Yafo, Israel (the “**Company**”), and [NAME OF CUSTOMER; ADDRESS] (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).

For the purpose of this Agreement, an ‘**Affiliate**’ means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party; and ‘**Control**’ means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least 50% of the voting securities, by contract, or otherwise.

WHEREAS, the Company has developed a software-as-a-service platform for energy storage management (the “**System**”), 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 (together, 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. Subject to the terms herein, the Company will make the Services available to the Customer via password-protected online access accessible by the Customer, via the System. The Customer must 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. Without derogating from any other Customer’s obligation under this Agreement, throughout the Term of this Agreement, the Customer shall comply with the obligations as set out in the SOW.

1.3. SOWs. Each SOW is incorporated by reference hereto and will be governed by the provisions of this Agreement. The Company will only perform 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 prevail, 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, from time to time and in its sole discretion, modify, update, enhance, or adjust any features or functionalities of the Solution and/or Services. All modifications shall take effect automatically upon deployment across the platform, provided that such modifications shall not materially degrade the core functionality of the Service.

1.5. Right to Use. Subject to Customer’s full compliance with the terms of this Agreement, the Customer is granted a limited, non-exclusive, non-transferable, non-sub-licensable, through single/multiple user/s as set forth in the SOW, right and license to access and use the System, as provided in the SOW, beginning on the Effective Date and continuing through the Term, solely for Customer’s internal business purposes. All other rights in the Solution are expressly reserved by the Company. Other than the rights expressly provided hereunder to Customer, no other rights or interests whatsoever in the Solution are transferred or granted to Customer.

1.6. Use Restrictions. The Customer may not, whether by itself or anyone on its behalf, nor shall it authorize or assist any third-party to: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Solution or its accompanying documentation, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use the Solution, other than as permitted by Company in writing; (ii) sell, license, or exploit for any commercial purposes any use of or access to the Solution; (iii) use the Solution, or any part thereof for any purpose or in any manner not explicitly authorized hereunder; (iv) make available through or in connection with the Solution any data, materials, or information which may infringe third-party rights; (v) intentionally interfere with or disrupt the operation of the Solution, or the servers or networks that host the Solution; (vi) bypass any measures which may be used to prevent or restrict access to the Solution and/or certain functionalities therein; (vii) conceal, remove or alter any of the Company’s trademarks, logos, copyright or proprietary notices contained in the Solution or its documentation; and (viii) access and/or use the Solution in order to build a competitive product or service or develop any other product containing any of the concepts or ideas contained in the Solution; and (ix) use the Solution in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Without derogating from the foregoing, Customer (i) shall take commercially reasonable precautions to prevent any unauthorized access and/or unauthorized usage of the Solution, including by any of its users; (ii) shall be responsible and liable for any act or omission by any of its users in connection with the use of the Solution; and (iii) undertakes that any and all information provided to the Company in the course of applying for, setting up and using the Solution, shall be true and accurate.

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. Such Hardware shall be provided to the Customer on a loan basis solely for its own internal use during the Term and shall remain the sole property of the Company. Customer shall not open, modify, tamper with, reverse engineer, or attempt to extract any software or firmware embedded in the Hardware. Upon termination or expiration of the applicable SOW,

Customer shall promptly return the Hardware to the Company in good working condition, reasonable wear and tear excepted.

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 and/or hosting providers.
- 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

3.1. 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.

3.2. Customer acknowledges that the Solution may be subject to temporary unavailability or routine maintenance, and an isolated, non-recurring instance of downtime shall not constitute a breach of this Agreement. Notwithstanding anything to the contrary herein, in the event of a material breach of, or persistent failure to perform the SLA specified in applicable SOW, in each case, which prevents or impairs in material respects the Customer's use of the Solution, Customer's sole and exclusive remedy, and the Company's entire liability for such failure, shall be the right to terminate this Agreement upon 14 days' prior written notice to the Company and receive a prorated refund of any prepaid, unused fees covering the remaining period of the subscription. The Company shall have no obligation or liability under this Section if the Services have been: (i) altered, modified, or serviced other than by Company or with Company's written approval; (ii) used in a manner other than as permitted hereunder or as specified in the SOW; or (iii) if Customer violated the restrictions set forth under Section 1.6 above.

3.3. 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.

3.4. 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 Services to the Customer, in advance of the period to which they relate, all as set forth in 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. Late Payment and Suspension. Any amount not paid when due shall bear interest from the due date until paid in full at an annual rate equal to the higher of: (i) the Bank of Israel's interest rate on arrears as published from time to time, or (ii) eighteen percent (18%); provided, however, that in no event shall such rate exceed the maximum rate permitted by applicable law. In addition, and without prejudice to any other rights or remedies available to the Company, the Company may suspend the provision of all or part of the Services if any payment remains unpaid for more than seven (7) days following the Company's notice of such non-payment. The Customer shall reimburse the Company for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Company in collecting any overdue amounts.

5. TERM AND TERMINATION

5.1. Term. The term of this Agreement commences on the Effective Date and continues until the termination of all SOW executed under this Agreement (the "**Term**"). Unless otherwise set forth in the applicable SOW, the term of each SOW shall commence on its SOW Effective Date and continue for the initial period set forth therein, following which it shall automatically renew for successive one (1) year periods, unless either Party terminates the applicable SOW by providing the other Party with at least ninety (90) days' prior written notice, in which case such termination shall become effective upon 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 1.6, 1.7, 1.8, 3, 4, 5.3, 6, 7, 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 of 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, except that each Party may use and disclose the other Party's Information solely to the extent necessary to perform its obligations or exercise its rights under this Agreement.

"Information" shall include, without limitation, any data or information that is proprietary or confidential 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, relating to the Solution, and/or either Party and its Affiliates and/or their respective operations, business, employees, users, products or services, clients, customers, or potential customers.

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 no less restrictive than 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 non-use obligation; (b) is independently developed by the receiving Party or its personnel, provided that the persons developing the information do not use, refer to, or relies on the Information, as can be demonstrated by written records; or (c) was already known to the receiving Party prior to its receipt from the disclosing Party. 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.

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 System) and the operation thereof and/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. Feedback. The Customer may from time to time provide Feedback to the Company. Both Parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, 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 concerning the Services or the Solution or any Information related thereto.

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 the System.

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 Personal Data will be processed for the purpose of providing the Services and in accordance with the Customer's instructions as reflected in this Agreement and the applicable SOW. The Customer shall be solely responsible for obtaining all consents from, and providing all notices to, data subjects, and for having any other legal basis, as required under applicable data protection laws, for the collection, use and processing of Customer Personal Data in connection with the Services. Without derogating from the Company's other obligations under this Agreement, the Company shall: (i) implement and maintain reasonable technical and organizational security measures designed to protect Customer Personal Data against unauthorized or unlawful access, use or disclosure; (ii) ensure that its personnel authorized to process Customer Personal Data are bound by confidentiality obligations no less protective than those set forth in

Section 6 (Confidentiality); and (iii) notify Customer without undue delay after becoming aware of a confirmed breach of security leading to unauthorized access to Customer Personal Data. For purposes of this Agreement, “**Customer Personal Data**” means any information relating to an identified or identifiable natural person which is included within the Customer Data.

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 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 for Customer’s 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.

10.2. THE COMPANY’S MAXIMUM LIABILITY TO CUSTOMER SHALL BE THE AMOUNTS ACTUALLY PAID TO THE COMPANY BY CUSTOMER UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO CUSTOMER’S CAUSE OF ACTION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, 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.

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

10.4. 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 Parties in entering into this Agreement.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

11.1. Subject to Section 11.2 below, the Company will defend the Customer from and against any claims or actions resulting from any claim alleging that the System or the Services infringe any valid patent, copyright or trade secret brought or made by a third-party against the

Customer (“**Claim**”) and indemnify, and hold harmless Customer from all damages, costs and expenses finally awarded by a court of competent jurisdiction or finally settled by the Company; All of the forgoing is 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 defense and settlement of the Claim and provided that the Customer shall not acknowledge any liability or settle any Claim without the Company’s prior written consent; and (c) fully cooperates with the Company in the defense of such Claim, 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 or in accordance with Customer’s instructions or specifications; (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 where the Solution or Services would not contain an infringing status but for such combination. The Company’s indemnification obligations regarding any third-party products/software incorporated into the Solution and/or Services are limited to the extent and scope of indemnification actually received by the Company from such third parties for the respective Claim.

11.3. If a Claim arises, or in the Company’s opinion is likely to arise, the Company may at its own expense: (a) obtain for the Customer the right to continue using the System and the Services; (b) modify the System and/or the Services to make it non-infringing; or (c) substitute at no additional cost other Services of substantially similar capability and functionality. If none of these options are reasonably available to the Company, either the Company or the Customer may terminate this Agreement and the Company shall refund to the Customer the prorated portion of any prepaid, unused fees for the affected Services.

11.4. THIS SECTION 11 STATES THE ENTIRE OBLIGATION OF THE COMPANY AND THE SOLE AND EXCLUSIVE REMEDY 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 other purpose whatsoever.

12.2. Assignability. The Customer may not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the Company. Any attempted assignment or transfer by the Customer in violation of this Section shall be null and void. The Company may freely assign or transfer this Agreement, or any of its rights or obligations hereunder, without the Customer’s consent, including, without limitation, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or voting securities.

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 shall be deemed received (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 validity conclusion, binding effect, interpretation, performance, breach or termination, including tort claims, shall be exclusively submitted 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: _____

[NAME OF CUSTOMER]

By: _____

Title: _____

Exhibit A

SOW

This Statement of Work (“**SOW**”) to the Master Services Agreement (the “**Agreement**”) is entered into as of [Date] (the “**SOW Effective Date**”) between the Company (as defined in the Agreement) and the Customer, as identified below (the “**Customer**”), and describes the Services to be provided as part of the Agreement. By executing this SOW, the Customer agrees that the Services described herein are governed by the terms and conditions of the Agreement.

All capitalized terms used herein and not expressly defined in this SOW will have the meanings assigned to them in the Agreement.

1. Customer Details

Field	Details
Legal Entity Name	[Name]
Company ID	[Number]
Billing Address	[Full Address for Invoicing]

2. Site Information & Technical Specifications

Parameter	Description
Site Name / Branch	[Site]
Site Address	[Full Physical Address]
Utility Meter ID	[Meter No.]
Storage Capacity	[Total kWh]
Power Output	[Total kW]

3. 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 operational 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, applicable in Israel.
- **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: Additional services may be provided upon request of the Customer and shall be subject to mutual agreements regarding the scope of the additional services and the commercial terms.

The Solution shall provide 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**

4. 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.

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

6. Users: Number of users allowed to access the Monitoring Solution: []

7. 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 with 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 the Company cloud.
- **System Performance**: ensuring that the 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 policies
- **System Recommendation**: Approval of System recommendations (including the default work plans). The Customer can change the default plan at any time.
- **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.

8. Term of SOW.

The term of this SOW commences on the SOW Effective Date and shall continue until the [●] anniversary of SOW Effective Date. Following such period, 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

9. Consideration.

- a) **Setup Fee**: one-time installation fee in an amount equals to \$[●], paid upon the execution of the SOW.
- b) **Management Monthly Fee**: Payment of \$[●] per each installed kWh per month, paid in monthly installments.
- c) **PV systems service fee per month** - \$[●] per kWp.
- d) **Downtime Fee**: \$[●] per day on days the infrastructure is not available according to the terms set forth herein, and the fixing of such unavailability requires the Company to visit the Customer's site.

10. 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 the HW rental, and excludes cabling and any other hardware.
- c) Automatic Billing. Payment of the Management Monthly Fee shall be made through an automatic billing authorization (such as a credit card or direct debit) to be established and maintained by the Customer. The Company shall process the automatic payment by the 10th day of each month. The Company will provide the Customer with a corresponding invoice for each such payment.

11. Service Level.

- a) All requests for support by Customer (a "Request") shall be provided to the Company's technical support in the following ways:
 - o By Email: support@ageera.com
 - o Phone: +972 52-7766806
- b) The support services shall be available and responsive to Customer, during regular business hours (Sun-Thu 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 any malfunctioning that are not the Company's responsibility are not covered under this section.

12. Signatures. By signing below, the parties agree to be bound by this SOW and the terms of the Agreement.

Ageera Idan Hadash Israel 21 Ltd.

[Customer]

Name: [Name]

Title: [Title]

Date: _____

Name: [Name]

Title: [Title]

Date: _____