



Battery Access, Use, and Lease Agreement

This Battery Access, Use, and Lease Agreement (this “Agreement” or “Battery Agreement” or “Terms and Conditions”) together with the schedule (“Schedule”) is entered into by and between Base Power Assets 1, LLC. (“Base” or “we” or “our”) and the individual (“you” or “Customer” or “your”), concerning your lease of an energy storage device, and related accessories and equipment owned by Base (“Battery System”) and installed at your property used during signup (“Property”). “Energy” in this Agreement means “electric energy”. Base Power Assets 1, LLC. and Base Texas REP, LLC. (“Affiliate”) are two distinct entities. The former provides a battery and the latter is an affiliated retail electricity provider. You understand that this agreement is between you and Base Power Assets 1, LLC., which is a battery provider. If you decide, before Base approves you, not to go through with installation or if Base disqualifies you, this contract is void. Some terms of this agreement can be assigned or shared with a tenant of the property through the Base Tenant Assignment and Assumption Agreement.

BATTERY SYSTEM LEASE

Lease of Battery System. By signing this Agreement and paying the deposit and paying the deposit (the “Deposit”) you request and invite Base and its designees (“Third Parties”) to enter your Property and install a Battery System that you will lease from Base for the term reflected in the Section of this Agreement called “Term” (“Term”) and any Renewal Term, unless this Agreement is terminated prior to the end of the Term, which in each case is an “Early Termination”. You understand that Base, or Third Parties, may need to access your Property for conducting surveys, inspections, interconnection, installation, maintenance, trouble-shooting, repairs, decommissioning, or removal related to the Battery System. You willingly provide Base and Third Parties, such express invitation and license, and it is your intent and ours that entry on the Property by Base or Third Parties is not a trespass. To cancel, contact Base at 1-866-479-7697 or support@basepowercompany.com. If you cancel this Agreement after the Battery System has been installed, you will be subject to Cancellation Charges.

Payments. You agree that you will pay Base the following fees: (i) Upon installation, you will be automatically charged a one-time setup fee (“Upfront Fee”) and (ii) a recurring subscription fee (a “Membership Fee”) (collectively the “Fees”), in the amount shown on the checkout page, unless, after Base reviews photos of your home: (a) you opt to change the configuration on which the Fees were based to the less or more expensive alternative, or (b) you are not eligible for the configuration on which the Fees were based. In either of (a) or (b) the Fees shall be automatically modified as applicable and as documented in writing by us to you (via text or email). If you do not object to the writing we send to you within three days, the modified Fees shall be the new Fees you have agreed to pay. The Deposit will be credited to the Upfront Fee. If you wish to terminate this Agreement, you may do so and receive a full refund of your deposit if Base receives notice of the termination prior to any Permit (as below defined) being submitted. If rescheduling occurs within three (3) days of the scheduled

installation, the customer shall pay Base a fee in the amount of \$200. If canceled after installation or within 3 days of scheduled installation, a de-installation fee, as outlined in the Schedule, will be charged. If additional costs for atypical installation are disclosed, you may choose to cancel before permit submission. However, once permits are submitted, the Deposit becomes non-refundable. You understand that you are also agreeing to certain additional fees for: (1) Early Termination/Cancellation Charges; and (2) damage to the Battery System, outside of ordinary wear and tear, all in amounts shown on the Schedule, unless subject to an exemption as shown on the Schedule, and (3) associated installation costs to special placement requests, when necessary. In addition to the charges for the Battery, Customer is responsible for all applicable taxes, fees, and surcharges, including sales, use, and other government-imposed charges related to the Agreement.. “Permit” means consent, or other similar approval of the authority holding jurisdiction, local permitting office, or utility, excluding homeowner association or similar association approvals, to install the Battery System at the Property.

ACCESS TO AND USE OF BATTERY SYSTEM

Your Grant of Exclusive Access and Operation to Base. At times, Base may need to work on the Battery System, and to do so we may need to coordinate with you to temporarily shut off your power. You grant Base and Third Parties the exclusive right to operate and access the Battery System, both physically and electronically, which includes by remote operation. You agree to promptly answer communications from Base and to provide Base and Third Parties access to the Property and the Battery System for the reasons provided in this Agreement and other reasonable activities related to the Battery System. If our communications to you go unanswered, and in the case of an emergency, Base reserves the right to enter, or cause Third Parties to enter, the Property and access the Battery System without notice to you or additional consent by you. At the expiration of the Term, for a period of 90 days you grant Base the right to access your Property and the Battery System, for the

purpose of decommissioning, uninstalling, and removing the Battery System from the Property.

Battery System Use. In exchange for the Fees, the Battery System can provide you with Energy during a grid outage, but the duration of the backup Energy will depend on the amount of Energy stored in the Battery System at the time of the outage and your Energy consumption during the outage. You understand that the Battery System may not provide enough Energy to ensure that you are never without Energy at the Property, especially for very long outage events. In addition, you consent to Base's use of the Energy stored in the Battery System, including participation in wholesale Energy market and utility programs ("Programs"), including by way of aggregating the Battery System with other energy storage devices to enable such participation, and you further understand and agree that such use is key to Base's business model. You agree that you will not enroll the Battery System in any Programs. In the event that the Base battery is installed prior to the date on which your agreement with our Affiliate starts, you agree to the small fee associated with charging the battery to ensure back-up power. Base maintains and controls the battery and determines when or if Energy stored in the Battery System is delivered to the Property, maintained in the Battery System, or otherwise transferred to the Energy grid, however Base will endeavor to maintain a minimum State of Charge ("SOC" or "State of Charge" defined below) for the Battery System of at least 20%. Like many backup systems, Energy (including the minimum SOC) cannot be guaranteed to be available to your Property, which means *the Battery System cannot be relied on to provide Energy or backup power for any health or other critical human service or need at the property during an energy outage or otherwise.*

OBLIGATIONS OF BASE

Base obligations under this Agreement. In addition to the obligations and agreements set forth throughout this Agreement, Base agrees to:

Permits and installation: arrange for and obtain necessary Permits to install the Battery System at the Property; once Customer has paid a Deposit and necessary Permits have been obtained, cause the Battery System to be installed at the Property unless installation is not feasible due to circumstances outside of Base's control;

Maintenance and Warranty: provide maintenance and manufacturer warranty support to the Battery System in its discretion; and make, or cause to be made, repairs to the Battery System in its discretion.

All other applicable Warranties: give Customer the benefit of all applicable warranties provided to Base by its third party installers and manufacturers to the extent Base is legally able.

OBLIGATIONS OF CUSTOMER

Customer obligations under this Agreement. In addition to the obligations and agreements set forth throughout this Agreement, you agree to: (i) maintain a working and reliable internet connection at the Property at your expense; (ii) remedy any unpermitted work at your Property or other hindrances to obtaining permits or similar approvals in advance of installation of the Battery System; (iii) cooperate with Base in obtaining any necessary Permits; (iv) notify Base 90 days in advance of your intent to sell, lease or otherwise transfer the Property; (v) read and follow the safety guidelines of Base and the Battery System manufacturer which may be updated from time to time and are found here:

https://us.growatt.com/upload/file/APX_HV_Battery_System_US_User_Manual_EN_202402.pdf; (vi) only allow Base and Third Parties to repair, relocate, alter or remove the Battery System; (vii) ensure that the Battery System is safe, secure, not defaced, damaged, abused or obstructed; (viii) notify Base immediately at 1-866-479-7697 or support@basepowercompany.com if Customer knows or has reason to know that the Battery System is not functioning properly, is damaged, or is in need of repair; (ix) abide by all end of Term obligations and pay all Cancellation Charges, Fees and Payments as set forth in the Schedule; (x) notify Base 90 days in advance of any improvements to be made to your home that may impact the Battery System; (xi) notify Base if you have pets that may be in the vicinity of the Battery System and coordinate with Base to ensure pets will not interfere with Base or its designees' access to the Battery System and (xii) remain enrolled with and in current and in good standing under any agreement for the supply of retail electricity from our Affiliate, which is outlined clearly in the Schedule as "Required Electricity Provider for Length of Contract." The foregoing obligations of Customer excluding xii will survive the termination of this agreement (including any renewal term) by one year.

PERMITS AND APPROVALS

Approvals. Base will obtain necessary Permits and interconnection for the Battery System. If Base is unable to obtain Permits or interconnection because of the existence of unpermitted work at your Property or other circumstances caused by your action or inaction or otherwise within your control, Base will notify you. After 30 days without remedy, this will be deemed an Early Termination and you will pay Base the applicable Cancellation Charge set forth in the Schedule. Customer hereby grants Base full power and authority to execute on Customer's behalf any and all documents necessary and proper to cause interconnection of the Battery System to Customer's Transmission and Distribution Utility's ("TDU") power grid, including those documents reasonably requested by my TDU, including but not limited to any Tariff Agreement, Interconnection Agreement and/or Customer's End-Use Customer Affirmation Schedule. You also grant Base Power the



authority to approve, on your behalf, access to your Smart Meter Texas data.

DATA COLLECTION AND SHARING

Data Collection and Sharing. You authorize Base to collect and exchange data in accordance with our privacy policy, which can be found at basepowercompany.com/privacy-policy.

TRANSFERS

Transfer of Property by You. By signing this Agreement, you are representing to Base that you are the owner of the Property, and you understand that Base is relying on this representation in entering into this Agreement and installing the Battery System. If you plan to convey your Property through a sale, lease or other conveyance to a third party you will provide Base with 90 days advance notice. This agreement may be assigned and assumed by the buyer, lessee or grantee of your Property, but only through execution of a written agreement as provided by Base. Unless there is an applicable exemption (as set forth on the Schedule, if the agreement is not fully executed before the date of the transfer of your Property, this will be deemed an Early Termination and you will pay Base the applicable Cancellation Charge set forth in the Schedule.

TERM AND TERMINATION

Term. The Term of this Agreement starts on the date that you accept it by checking the box on Base's website (the "Effective Date"), and ends on the earlier of such time that (a) the Battery System reaches 60% State of Health and you opt not to renew or (b) you breach this Agreement and as a result of the breach, Base terminates this Agreement (an "Early Termination"). "State of Health" or "SOH" means the amount of capacity available to charge and discharge the Battery System relative to (and expressed as a percentage of) the Battery System's rated capacity at the time of manufacturing and as measured by Base using telemetry available to it. For purposes of this agreement the State of Health will be determined exclusively by the measurement of Base's monitoring system. The customer can contact Base to ask for the State of Health. If there is no Early Termination, when the Battery System reaches 60% SOH, Base will provide you a replacement Battery System at the updated Fees presented to you by Base at that time (the "Renewal Fees"). Unless you reject the Renewal Rate within 7 days of Base presenting it to you (the "Opt-Out Period"), this Agreement shall automatically renew upon installation of the new Battery System and shall end on the earlier of (i) such time that the newly installed Battery System reaches 60% State of Health or (ii) an Early Termination (the "Renewal Term"). During the Renewal Term the Fees to be paid by you shall be the Renewal Fees.

Early Termination. In the event of an Early Termination, for whatever reason, you grant Base the right to access your Property for the purpose of decommissioning, uninstalling, and

removing the Battery System from the Property and you acknowledge that Base may immediately render the Battery System inoperable. If Base attempts to access the Property for the purpose of recovering the Battery System and Base is denied access to the Property or to the Battery System for any reason or cannot remove the Battery System due to your action or inaction, then you agree to pay Base the Cancellation Charge for Early Termination as set forth on the Schedule, unless there is an applicable exemption. Where Base is able to recover the Battery System within 90 days after an Early Termination, and the surrendered Battery System is in the same condition as it was when installed, ordinary wear and tear excepted, then you agree to pay Base the Cancellation Charge for Early Termination (where Battery System is Recovered by Base) as set forth on the Schedule, unless there is an applicable exemption. In the event of an Early Termination, for whatever reason, you will be exempt from the applicable Cancellation Charge only where an "Exemption" exists, as set forth on the Schedule. Opting out during the Opt-Out Period is not considered an Early Termination and will not result in any Cancellation Charges.

Decommissioning. Base shall decommission and remove the installed battery system from the Customer's premises at such time either of the above circumstances occur—end of term or early termination. Base will notify the customer in writing of its intent to decommission the battery. Base will coordinate a removal time with the Customer.

CONDITION, WARRANTIES AND LIMITATION OF LIABILITY

Battery Condition; Disclaimer of Warranties; Limitation of Liability. YOU ACCEPT THE BATTERY SYSTEM "AS-IS," "WHERE-IS," AND WITH ALL FAULTS, AND BASE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF SUITABILITY FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND CONDITION, WITH REGARD TO THE BATTERY SYSTEM UNDER NO CIRCUMSTANCES SHALL BASE BE LIABLE TO CUSTOMER, OR TO ANYONE CLAIMING BY THROUGH OR UNDER CUSTOMER, FOR ANY DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, INDIRECT OR OTHER FORMS OF DAMAGES, SUCH AS LOST PROFITS, LOSS OF USE OF OR DAMAGE TO EQUIPMENT OR SERVICES, ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR OTHERWISE, REGARDLESS OF WHETHER BASE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BASE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BATTERY SYSTEM EVER EXCEED THE GREATER OF (X) \$15,000.00 U.S. DOLLARS OR (Y) THE THEN CURRENT FAIR MARKET VALUE OF THE



BATTERY SYSTEM. CUSTOMER FOREGOES RELEASES AND DISCLAIMS ANY AND ALL CLAIMS CUSTOMER OR ANYONE CLAIMING BY THROUGH OR UNDER CUSTOMER, MAY HAVE ARISING FROM OR RELATED TO ANY INTERRUPTION IN ENERGY SERVICES RELATED TO THE BATTERY SYSTEM OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS THAT MAY IMPACT HEALTH AND HUMAN SERVICES. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S ABILITY TO PURSUE THE MANUFACTURER OR INSTALLER FOR PRODUCT DEFECTS, DESIGN DEFECTS, NEGLIGENT INSTALLATION, OR BREACH OF WARRANTY.

Release; Waiver. You release, waive, and forever discharge Base and Base's affiliates and their respective officers, managers, agents, members, representatives and employees (collectively, the "Released Parties") of all charges, complaints, liabilities, obligations, restrictions, debts, promises, agreements, controversies, damages, actions, losses, expenses (including attorneys' fees and costs), claims, rights, demands, causes of action or suits at law or in equity, of any and every kind or character, in contract or tort, whether known or unknown, that you have, or that may arise in the future, against any Released Party arising from any temporary shutoff of Energy to the Property, any interruptions in Energy service to the Property, damage to personal or real property caused by the Battery System or the loss of or lack of Energy to the Property, death, dismemberment, or any bodily harm to a person caused by the Battery System or the loss of or lack of Energy to the Property.

PAYMENTS AND COMMUNICATIONS

Consent to Automatic Payments and Electronic Communications. You agree to receive all communications and invoices from Base electronically at the email and/or phone number provided to Base and updated by you promptly when changed. You agree to pay all Cancellation Charges, Fees and Payments defined in the Schedule and checkout page within 15 days of the date of an invoice. All Fees and Payments are exclusive of applicable sales, use, excise, or other taxes. Any such taxes imposed by applicable law will be added to the amounts charged and shall be your responsibility. By signing this agreement you opt in for automatic payment – Base will charge your credit or debit card or debit your bank account for all payments due to Base. Base is not responsible for billing errors but will correct them upon notification. Your payment information will be securely stored electronically, with any paper records destroyed. If you do not pay within 5 days of the Due Date, you will be subject to a late fee of up to 20%.

WAIVERS

Waiver of Jury Trial; Class Action Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS

AGREEMENT OR THE PARTIES USE OR OPERATION OF THE BATTERY SYSTEM. PARTIES AGREE THAT ANY CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER JOINT ACTION WITH RESPECT TO SUCH CLAIMS.

CHANGES TO AGREEMENT TERMS

Changes to Terms. Base may modify this Agreement at any time as provided herein. Base may modify this Agreement without your consent and without prior notice: (1) due to a Change of Law; or (2) if the change benefits you. A "Change of Law" means an actual change or the change in applicability of any law, rule, regulation, statute, order, directive, decree, or regulatory action applicable to this Agreement, the Customer, Base or an Approved REP. Base may make other changes to this Agreement if it provides you with notice at least fourteen (14) days prior to any material change. In this case, you can choose to terminate this Agreement, without penalty, or if you do nothing, this Agreement will continue with the change as provided in the notice. The fact that the Battery System remains on your Property, signifies your acceptance to such modified terms.

MISCELLANEOUS

Miscellaneous. This Agreement will be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. If a court finds any provision of this Agreement, or portion hereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. If you breach or default in the performance of any of the terms of this Agreement, you agree to pay Base's reasonable attorney's fees. Notwithstanding any applicable statute of limitations, no claim, demand or cause of action arising under this Agreement may be brought by you more than 2 years after you knew or should have known of the breach or damage (whichever comes first) giving rise to such claim, demand or cause of action. Base's failure to enforce any provision of this Agreement shall not be construed as a waiver of the provision nor prevent Base from enforcing any other provision of this Agreement. You hereby grant Base the right to record or otherwise file evidence of this Agreement and/or the Customer granted license to access the Property and the Battery System, evidence of Base's ownership of the Battery System, or such other UCC filings in the real property records, with the secretary of state or otherwise, all in Base's sole discretion. The use of an electronic signature process to accept and sign this Agreement (by you and us), including your indication of acceptance of this Agreement by a click-through or click-wrap process presented



on Base's website, shall constitute effective execution and delivery of this Agreement, and shall form a binding contract between you and Base. This Battery Agreement, including the Schedule, is the complete and only agreement pertaining to lease, use, and access of the battery. It supersedes any previous discussions, agreements, or understandings, whether written, spoken, or found on the website or other materials.



Schedule

Required Electricity Provider	Base Texas REP, LLC.
Fair Market Value of Battery System	One: \$10,000; Two: \$20,000
Cancellation Charge for Early Termination (Where Battery System is Recovered by Base)	\$500
Cancellation Charge for Early Termination (Failure to Surrender Battery System)	Fair Market Value of Battery System at Early Termination
Fee due for damages to Battery System (excepting ordinary wear and tear)	Amount required to repair Battery System

Upon an Early Termination, you acknowledge that you will owe Base a Cancellation Charge outlined above. Customer will be exempt from paying Base a Cancellation Charge for Early Termination only in the following circumstances, to be determined in Base's sole discretion:

1. You sell, lease or otherwise convey your Property to a third party and Base approves the third party and you and the third party enter an Assignment and Assumption Agreement.
2. Where at renewal of your retail electricity agreement you switch to another REP because our Affiliate fails to price your renewal at or below the renewal price cap contractually agreed between you and our Affiliate in the terms of service for your retail electricity.
3. There is a Force Majeure event that causes destruction or damage to the Property. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond your control and that: (i) is not the result of your negligence; and (ii) which, by the exercise of due diligence, you are unable to avoid or cause to be avoided.
4. You opt out during the Opt-Out Period at the end of the Term.
5. You rescind this Agreement within three federal business days after you receive it.

