

Base Power Battery Services Agreement

This Battery Services Agreement (“**Agreement**”) together with the “**Schedule**” are entered into by and between Base Power Development, LLC (“**Base Power**” or “we” or “our” or “us”) and the Member (“you” or “your”). This Agreement governs the energy-storage services that Base Power provides to you through use of an energy-storage device and related accessories and equipment, all owned by Base Power (“**Battery System**”), which are currently installed or will be installed at your home (“**Property**”).

Base Power and Base Texas REP, LLC (“**Affiliate**”) are two distinct entities. Base Power provides a Battery System while Affiliate is an affiliated Energy provider, also known as a retail-electricity provider (“**REP**”). You understand that this Agreement is between you and Base Power. If the Property is located in an area where there is a right to choose a REP, this Agreement will remain in effect only if Affiliate serves as the REP for the Property; if Affiliate does not serve as the REP for the Property, Base Power may deem you to have terminated this Agreement.

“**Energy**” in this Agreement means “**electric energy**.”

When this Agreement requires you to contact Base Power for any issue, you agree to contact Base Power at support@basepowercompany.com.

A. GENERAL TERMS

1. Provision of Battery Services. By entering into this Agreement and paying the deposit (the “**Deposit**”), you request and invite Base Power and its designees (“**Designees**,” including its utility partners and battery fleet controllers (“**Base Affiliated Operators**”)) to access the Property and install a Battery System. Base Power will use that Battery System to provide you with the battery services described in this Agreement. Base Power will provide the battery services for the “**Term**” of this Agreement and any “**Renewal Term**,” as specified in Section G of this Agreement, unless there is an “**Early Termination**,” as defined throughout this Agreement. You understand that Base Power and its Designees may need to access the Property to conduct surveys, inspections, interconnection, installations, maintenance, trouble-shooting, repairs, decommissioning, or removal related to the Battery System. You expressly invite and allow Base Power and its Designees to access the Property for these purposes; it is your and Base Power’s intent that the access of your Property by Base Power or its Designees does not constitute a trespass.

2. Fees. You acknowledge and agree that you will owe Base Power “**Fees**” that include the one-time Installation Fee and a monthly Membership Fee, as defined at the time you signed up for Base Power’s battery services and entered into this Agreement. The “**Installation Fee**” is the setup fee for installation of the Battery System at the Property, which will be automatically charged on the date of installation. The Deposit will be credited to this Installation Fee. The “**Membership Fee**” is the recurring monthly subscription fee for the battery services under this Agreement. If you do not pay the Installation Fee within five (5) days of the installation of the Battery System, you will be subject to a late fee of up to twenty (20) percent of the

Installation Fee. If you do not pay the Membership Fee within five (5) days of the due date on the invoice, you will be subject to a late fee of twenty (20) percent of the past-due amount. If you do not pay the Installation Fee late fee within thirty (30) days of the Installation, or you do not pay a Membership Fee late fee within thirty (30) days of the due date on the relevant invoice, Base Power may deem you to have engaged in an Early Termination of this Agreement, and the charges and obligations described in Section G.2. of this Agreement will apply.

3. Additional Installation Payments. You acknowledge and agree that the Fees are based on (a) the number of batteries you selected when signing up for Base Power’s battery services, (b) any add-ons you selected when signing up, and (c) Base Power’s standard installation process. If there is a change to the number of batteries, accessories, or standard installation process—either at your request or because your Property requires a change—the Fees may be modified (“**Modified Fees**”) to reflect the change(s). Base Power will notify you in writing via text or email about any change in Fees before installing the Battery System. If you do not object to the Modified Fees by contacting Base Power within three business days of receiving our notice, the Modified Fees will become the new Fees you agree to pay under this Agreement. If you contact Base Power to object to the Modified Fees within three business days of receiving our notice, you may terminate this Agreement with a full refund of your Deposit.

4. Termination. Prior to Base Power’s submission of an application for a Permit, as defined in Section C.2. of this Agreement, you may terminate this Agreement and receive a full refund of your Deposit by contacting Base Power. Once Base Power submits an application for a Permit, your Deposit becomes non-refundable. If you terminate this Agreement after the installation of either the Battery System or a soft start electric



device at the Property and before the end of the Term or any Renewal Term (an “Early Termination”), you will lose your Deposit and incur a Cancellation Charge for Early Termination, as outlined on the Schedule at the end of this Agreement, unless an Exemption applies.

5. Scheduling of Installation. Once installation of the Battery System has been scheduled, any requests for rescheduling the installation date must occur more than three (3) business days before the scheduled installation date. If you reschedule the installation date within three (3) business days of the already-scheduled installation date, then you agree to pay Base Power a late-rescheduling fee in the amount of \$200. If you cancel the installation within three (3) business days of the scheduled installation date (an “Early Termination”), you will lose your Deposit and incur a Cancellation Charge for Early Termination, as outlined on the Schedule, unless an Exemption applies.

6. Damage to the Battery System. If you cause damage to the Battery System, outside of ordinary wear and tear, you will owe Base Power the amount it costs Base Power to repair the Battery System.

7. Tax Credits and Incentives. You acknowledge and agree that Base Power owns the Battery System and is entitled to any and all tax credits, rebates, incentives, environmental attributes, renewable energy credits, demand-response payments, or any other financial or regulatory benefits associated with the Battery System or the battery services, and you shall have no right, claim, or entitlement to any such benefits.

B. LIMITATION OF RELIANCE ON BATTERY SYSTEM

The Battery System may provide you with backup Energy during a power 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 sufficient Energy to ensure that you are never without Energy at the Property, especially for long outages. Additionally, you acknowledge that the Energy stored in the Battery System will be used by Base Power and/or Base Affiliated Operators, including through participation in wholesale Energy market and utility programs (“**Programs**”), and by aggregating the Battery System with other Energy storage devices to enable such participation. You further understand and agree that such use of the Energy stored in the Battery System is central to Base Power’s services and to this Agreement. You agree that you will not enroll the Battery System in any Programs or otherwise attempt to use the Battery System or direct the Energy stored in it in any way. Base and/or Base Affiliated Operators shall maintain and control the Battery System and determine if and when Energy stored in the Battery System will be delivered to the Property, maintained in the Battery System, transferred to the Energy grid, or otherwise used. Base Power and Base

Affiliated Operators will endeavor to maintain a minimum State of Charge (“**SOC**”) for the Battery System of at least 20 percent. Similar to many backup-power systems, Energy (including the minimum SOC) cannot be guaranteed to be available to the Property, which means ***the Battery System cannot be relied on to provide Energy or backup power for any health-related reasons or other critical human needs and services at the Property during a power outage, or otherwise.***

C. MEMBER’S BATTERY SYSTEM OBLIGATIONS

1. Granting Exclusive Access to and Operation of Battery System. From time to time, Base Power may need to work on the Battery System. To do so, Base Power may need to coordinate with you to temporarily shut off power to the Property. You grant Base Power and its Designees the exclusive right to access and operate the Battery System, both physically and electronically, including by remote operation. You agree to promptly respond to communications from Base Power and to provide Base Power and its Designees access to the Property and the Battery System for the reasons provided in this Agreement and other reasonable activities related to the Battery System and battery services. If Base Power’s communications to you go unanswered for two business days, or in the case of an emergency—for example a threat to the battery or the home, or to the proper functioning of the Battery System—Base Power and its Designees will have the right to enter the Property and access the Battery System without additional notice to you or additional consent by you. Moreover, for 90 days after the termination of this Agreement, you grant Base Power and its Designees the right to access your Property and the Battery System for the purpose of decommissioning the Battery System or uninstalling and removing the Battery System from the Property.

2. Facilitating Installation and Maintenance of Battery System. You acknowledge and agree that you will (a) maintain a working and reliable internet connection at the Property, at your expense, (b) remedy any unpermitted work at your Property or other hindrances to Base Power’s obtaining Permits or similar approvals to install or interconnect the Battery System; (iii) cooperate with Base Power in obtaining any necessary Permits. “**Permit**” in this Agreement means consent, or other similar approval, from the governmental authority with jurisdiction over the area in which the Property is located, the local permitting office, or the Transmission and Distribution Utility, (“**TDU**”) to install and interconnect the Battery System at the Property. Permits do not include consent, or similar approval, to install the Battery System from other bodies or organizations, including homeowner associations.

3. Ensuring safety of Member and others, and proper and continuous functioning of Battery System. You acknowledge and agree that you will (a) read and follow the safety guidelines of Base Power and the Battery System manufacturer, which may be updated from time to time and can be found here:



<https://www.basepowercompany.com/usermanual>; (b) allow only Base Power and its Designees to repair, relocate, alter, or remove the Battery System; (c) notify Base Power if you have pets that may be in the vicinity of the Battery System and coordinate with Base Power to ensure pets will not interfere with access to the Battery System; (d) ensure that the Battery System is safe and secure, and not defaced, damaged, abused, obstructed, modified, or altered in any way; (e) notify Base Power immediately if you know or have reason to know that the Battery System is not functioning properly, is damaged, or is in need of repair or replacement; (f) notify Base Power 90 days in advance of any improvements to be made to the Property that may affect the Battery System; and (g) notify Base Power 90 days in advance of your intent to sell, lease, or otherwise transfer the Property.

4. Continuous Enrollment in Affiliate or Base Affiliated Operators' REP Services. You agree and acknowledge that you will remain enrolled in the REP services provided by Affiliate or Base Affiliated Operators for the relevant Term or any Renewal Term, and remain in current and good standing under any agreement for such REP services. If you do not remain enrolled in, and in current and good standing for such REP services, then Base Power may deem you to have engaged in an Early Termination of this Agreement and you will owe Base Power the Cancellation Charge for Early Termination set forth on the Schedule, unless Base Power determines that an Exemption under the Schedule applies.

D. BASE'S BATTERY SYSTEM OBLIGATIONS

1. Permits and Installation. Base Power will obtain necessary Permits and interconnection permissions to install and operate the Battery System. In order for Base to do so, you hereby grant Base Power full power and authority to execute on your behalf any and all documents necessary and proper to cause interconnection of the Battery System to your TDU power grid, including those documents reasonably requested by your TDU, such as any Tariff Agreement, Interconnection Agreement, and End-Use Customer Affirmation Schedule. You also grant Base Power the authority to approve, on your behalf, access to your Smart Meter Texas data. Once Base Power obtains all necessary Permits and interconnection permissions, Base Power or its Designees will install the Battery System at the Property unless installation is not feasible due to circumstances beyond Base Power's control. If Base Power is unable to obtain Permits or interconnection permissions because of the existence of unpermitted work at your Property or other circumstances within your control, Base Power will notify you. If you fail to remedy the identified issue(s) within 30 days of this notice, Base Power may deem you to have terminated this Agreement and you may owe Base Power Early Termination Fees as set forth under this Agreement.

2. Maintenance and Warranty. Base Power will provide maintenance and manufacturer warranty support to the Battery System, and make, or cause to be made, repairs to and replacements of the Battery System as needed to perform the services under this Agreement and to maintain the health and proper functioning of the Battery System. Base Power will give you the benefit of all applicable warranties provided to Base Power by manufacturers of the Battery System and third-party installers, to the extent able to do so under applicable laws.

E. DATA COLLECTION AND SHARING

You authorize Base Power to collect and exchange data in accordance with Base Power's privacy policy, which can be found at [basepowercompany.com/privacy-policy](https://www.basepowercompany.com/privacy-policy).

F. TRANSFER OF PROPERTY OWNERSHIP

By entering into this Agreement, you represent to Base Power that you are the owner of the Property, and you understand that Base Power is relying on this representation in entering into this Agreement and installing the Battery System. If you intend to convey the Property through a sale, lease, or other conveyance to a third party, you will provide Base Power with 90 days' advance notice. This Agreement may be assigned and assumed by the buyer, lessee, or grantee of your Property only through execution of the agreement provided to you by Base Power upon notice of your intent to convey the Property: the Base Power Tenant Assignment and Assumption Agreement ("**TAAA**"). Unless there is an applicable Exemption under the Schedule, if the TAAA is not fully executed before the date of the transfer of the Property, you will be deemed to have engaged in an Early Termination of this Agreement and you agree to pay Base Power the Cancellation Charge set forth on the Schedule.

G. TERM, TERMINATION, AND SURVIVAL OF RIGHTS

1. Term and Renewal Term. The Term of this Agreement starts on the date that you pay the deposit to sign up for Base Power's battery services and enter into this Agreement, and it ends one month after the ten (10) year anniversary of your first monthly Membership Fee payment (the "**Renewal Date**"), unless (a) you opt to renew this Agreement, (b) you unilaterally terminate this Agreement before the Renewal Date (an "Early Termination"), or (c) you breach this Agreement and, as a result of the breach, Base Power terminates this Agreement (an "Early Termination"). If there is no Early Termination, then thirty (30) days before the Renewal Date, Base Power will provide you with an opportunity to renew this Agreement subject to your agreeing to new Fees that take into account market rates for battery services on the Renewal Date ("**Renewal Fees**"). If you do not want to renew this Agreement, you must reject the Renewal Fees in writing within thirty (30) days of Base Power presenting them to you ("**Opt-Out Period**"). If you do nothing, this Agreement will automatically renew on the Renewal Date for another term of the



same duration as the original Term (the “**Renewal Term**”), unless there is an Early Termination. During the Renewal Term, you agree that the Renewal Fees will become the Fees to be paid by you under this Agreement.

2. Early Termination Charges and Battery System Removal.

In the event of an Early Termination for any reason, you grant Base Power the right to access your Property for the purpose of decommissioning the Battery System, uninstalling it, and removing it from the Property. You also acknowledge and agree that, in the event of an Early Termination, Base Power may immediately render the Battery System inoperable. Base Power will notify you in writing of its intent to decommission the Battery System and will coordinate a removal time with you. If Base Power attempts to access the Property for the purpose of recovering the Battery System and Base Power is denied access to the Property or to the Battery System for any reason, or cannot remove the Battery System due to your actions or inaction, then you agree to pay Base Power the Cancellation Charge for Early Termination (Failure to Surrender Battery System) as set forth on the Schedule. If Base Power 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, except for ordinary wear and tear, then you agree to pay Base Power the Cancellation Charge for Early Termination (Battery System is Recovered by Base Power) as set forth on the Schedule. If you incur any Cancellation Charge, you agree to pay Base Power such charge at the time of the Early Termination.

3. Recovering the Battery System at the End of the Term or

Renewal Term. At the end of the Term or Renewal Term, you grant Base Power the right to access your Property for the purpose of decommissioning, uninstalling, and removing the Battery System from the Property. You also acknowledge and agree that at the end of the Term or Renewal Term, Base Power may immediately render the Battery System inoperable. Base Power will notify you in writing of its intent to decommission the Battery System and will coordinate a removal time with you. If Base Power attempts to access the Property for the purpose of recovering the Battery System and Base Power is denied access to the Property or to the Battery System for any reason, or cannot remove the Battery System within 90 days of the end of the Term or Renewal Term, due to your actions or inaction, then you agree to pay Base Power damages in the amount of the fair market value of the original Battery System, upwards of \$10,000 per battery, unless an Exemption applies.

4. Survival of Rights. Upon the termination of this Agreement for any reason, those provisions that by their nature are intended to survive termination will so survive. This includes, without limitation, any and all provisions relating to (a) payment obligations, including any obligation to pay any fees, costs, or expenses incurred, earned, or owed prior to the effective date of termination, (b) indemnification and liability, including provisions

regarding limitations of liability, indemnification, and defense, and (c) dispute resolution, including provisions governing governing law, venue, arbitration, and any other provisions regarding the resolution of disputes.

H. WARRANTIES, LIABILITY LIMITS, INDEMNIFICATION

1. Disclaimer of Warranties. THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE BATTERY SYSTEM IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO THE BATTERY SYSTEM. BASE POWER DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, THE INSTALLATION, OR THE OPERATING AND MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT.

2. Liability Limits. BASE POWER’S LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE INSTALLATION, MAINTENANCE, OR FAILURE OF THE BATTERY SYSTEM, SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED THE GREATER OF (A) \$15,000.00 OR (B) THE FAIR MARKET VALUE OF THE BATTERY SYSTEM. BASE POWER SHALL NOT BE LIABLE TO YOU, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION OF THE AGREEMENT SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, INCLUDING CLAIMS FOUNDED ON: BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING THE NEGLIGENCE OF BASE POWER OR ITS DESIGNEES), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3. Indemnification. YOU EXPRESSLY AGREE TO INDEMNIFY, DEFEND, AND HOLD BASE POWER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR CONSEQUENTIAL AND INDIRECT DAMAGES ASSERTED BY ANY PERSON OR ENTITY, EVEN IF SUCH DAMAGES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BASE POWER OR ITS DESIGNEES.

4. Release. You release, waive, and forever discharge Base Power and its Designees, 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 in tort, whether known or unknown, that you have, or that may arise in the future, against any Released Parties arising from any temporary shutoff of Energy to the



Property, any interruptions in Energy service to the Property, or any other lack of Energy to the Property, including damage to personal or real property, death, dismemberment, or any bodily harm to a person.

I. COMMUNICATIONS AND AUTOMATIC PAYMENTS

1. Communications. By entering into this Agreement, you agree to receive all communications and invoices from Base Power electronically at the email and/or phone number provided to Base Power or its Designees. If you change that email and/or phone number, you agree to promptly inform Base Power and you consent to receiving all communications and invoices electronically at any new email and/or phone number that you provide to Base Power.

2. Automatic Payments. By entering into this Agreement, you agree that Base Power or its Affiliate will automatically charge you for all payments you owe to Base Power under this Agreement, including the Installation Fee, the monthly Membership Fees, and any Cancellation Charge for Early Termination. To make these payments, you hereby authorize Base Power or its Affiliate to charge the credit or debit card, or to debit the bank account, that you provide to Base Power when you enter into this Agreement or that you provide to Base Power through your online dashboard or your mobile app. Through your online dashboard or your app, you are able to change at any time the credit or debit card, or the bank account that you want Base Power to use for these automatic payments and all payments due to Base Power under this Agreement. Base Power 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.

J. MANDATORY ARBITRATION AGREEMENT

Any and all disputes, claims, demands, or controversies whatsoever (“**Disputes**”) arising out of or relating to this Agreement, the installation or maintenance of the Battery System, Base Power’s services, fees charged, marketing communications, or the relationship between you and Base Power, SHALL BE RESOLVED EXCLUSIVELY BY BINDING INDIVIDUAL ARBITRATION before a neutral arbitrator, and NOT by a court action or jury trial. BY AGREEING TO ARBITRATE, YOU AND BASE POWER ARE WAIVING ANY RIGHT TO HAVE DISPUTES HEARD BY A JUDGE OR JURY. YOU AND BASE POWER ALSO AGREE TO WAIVE ANY RIGHT TO RESOLVE DISPUTES ON A MASS, CLASS-WIDE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE BASIS. The arbitrator shall have the authority to award any remedy or relief that would be available under this Agreement in a court of law under Texas law or federal statutes, but may not award relief exceeding the limitations set forth in this Agreement. No arbitration award involving you and Base Power will have any preclusive effect as to issues or claims in any dispute involving

anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between you and Base Power. This agreement to arbitrate is governed by the Federal Arbitration Act, and you and Base Power agree that this Act shall preempt any conflicting law to the maximum extent permitted by law. The arbitration shall be administered by JAMS or, if JAMS is unavailable, by the American Arbitration Association, under their respective rules, unless there are any conflicts or inconsistencies between those rules and this arbitration provision; if there is such a conflict, this arbitration provision will govern. The arbitration hearing shall take place in Austin, TX, unless otherwise agreed to by you and Base Power. Both you and Base Power are equally bound by this arbitration requirement; the agreement to arbitrate is mutual consideration for this arbitration agreement. If any portion of this arbitration agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (1) if a determination is made that the class action waiver is unenforceable, and that determination is not reversed on appeal, then the arbitration provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief claim may proceed, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and you and Base Power will jointly ask the court to stay the public injunctive relief case until the other claims have been finally resolved.

K. CHANGES TO AGREEMENT TERMS

You acknowledge and agree that Base Power may modify this Agreement without your consent and without prior notice (1) due to a Change of Law, (2) if the change benefits you, or (3) if the change is not material. A “**Change of Law**” means any change in—or any change in the applicability of—any law, rule, regulation, statute, order, directive, decree, or regulatory action applicable to this Agreement, you, Base Power, Affiliate, and/or Designees. If Base Power proposes to make a material change to this Agreement—such as increasing your financial obligations or materially altering services—Base Power will alert you to the proposed change at least thirty (30) days prior to implementing any such change (“**Notice Period**”). Within the Notice Period, you may object to the change and terminate this Agreement (an “**Early Termination**”), without penalty, by informing Base Power of your decision in writing. If you do not object to the change and terminate this Agreement within the Notice Period, and you continue to benefit from the Battery System and the battery services under this Agreement, such action will constitute your affirmative acceptance of the proposed material change and this Agreement will remain in effect with the proposed change.

L. TRANSFER OF OWNERSHIP AND ASSIGNMENT



1. Right to Transfer Battery System Ownership. You acknowledge and agree that Base Power may, at any time and without further consent from you, sell, assign, or transfer its title and ownership interest in the Battery System to a third party. In such an event: (a) Base Power will continue to perform all service, maintenance, and backup power obligations under this Agreement, and (b) your rights and obligations under this Agreement will remain the same. You agree that such a transfer of ownership does not constitute a material change.

2. Right to Assign Agreement. You acknowledge and agree that Base Power will have the absolute right to assign, delegate, or transfer this Agreement, in whole or in part, including all rights, titles, interests, and service obligations herein, to any third party (the “**Assignee**”). Upon such assignment and the Assignee’s assumption of the service obligations, Base Power will be released from all future liability and obligations under this Agreement. You agree to recognize such Assignee as the battery service provider under this Agreement, provided that the material terms of the services remain substantially unchanged. You agree that such an assignment of obligations to the Assignee does not constitute a material change.

M. 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. The arbitration agreement in this Agreement controls, but to the extent there are proceedings properly before a court, any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated herein shall be instituted exclusively in the federal courts located in Austin, TX, or, if not possible, then in the Texas State Courts located in Austin, TX. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of you and Base Power, 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 Power’s reasonable attorneys’ 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 two (2) years after you knew or should have known of the alleged breach or damage (whichever comes first) giving rise to such claim, demand, or cause of action. If any waiver is determined to be contrary to any applicable law or public policy, such waiver shall still be effective to the extent permitted by law or public policy. Base Power’s failure to enforce any provision of this Agreement shall not be construed as a waiver of the provision or prevent Base Power from enforcing that provision or any other provision of this Agreement. You hereby grant Base Power the right to record or otherwise file evidence of this Agreement and/or the license to access the Property and the Battery System, evidence of Base Power’s ownership of the

Battery System, or any UCC filings anywhere deemed necessary or proper by Base Power, including in real property records, with the Secretary of State, or otherwise. Your signing up for Base Power’s services and agreeing to enter into this Agreement shall constitute effective execution and delivery of this Agreement, and shall form a binding contract between you and Base Power. This Agreement, including the Schedule, is the complete and only agreement between you and Base Power pertaining to the use, access, and servicing of the Battery System. It supersedes any previous discussions, agreements, or understandings, whether written, spoken, or found on the Base Power website or other materials.



Schedule

Cancellation Charge for Early Termination (Battery System is Recovered by Base Power)	\$500
Cancellation Charge for Early Termination (Failure to Surrender Battery System)	Fair market value of the original Battery System
Fee due for Damage to the Battery System (excepting ordinary wear and tear)	Amount required to repair Battery System

Upon an Early Termination, you acknowledge that you will owe Base Power the relevant Cancellation Charge outlined above. You will be exempt from paying the Cancellation Charge only in the following circumstances ("**Exemptions**"), to be determined in Base Power's sole discretion:

1. You sell, lease or otherwise convey your Property to a third party, Base Power approves the third party for conveyance, and you and the third party enter the Base Power Tenant Assignment and Assumption Agreement before such conveyance.
2. At renewal of the REP services agreement, you switch to another REP because Affiliate fails to price the Renewal Fees at or below the renewal price cap contractually agreed upon by you and Affiliate in the terms of service of the REP services agreement.
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: (a) is not the result of your negligence, and (b) you are unable to avoid or cause to be avoided by the exercise of due diligence.
4. You opt out during the Opt-Out Period at the end of the Term.
5. You terminate this Agreement during the Notice Period for a material change to the Agreement proposed by Base.
6. You rescind this Agreement within three federal business days after you agree to it.

