CONTRACT SUITE — GUIDE FOR OPERATORS

March 2026

Overview

Your agreements with Simtricity are organised into two signing packs. Each covers a different aspect of your engagement and can be signed independently.

Services Pack — your managed services engagement, sent first to get you started.
License Pack — your software license, sent separately during the engagement.

This brief explains what each document is and why it matters.

Services Pack

Service Schedule

What it is: The binding commercial terms for your managed services engagement — pilot fees, minimum term, revenue arrangements, and the workstreams included. Post-pilot pricing transitions automatically to the standard rates in Simtricity's published Price List.

Why it matters: This is the execution document for your managed services. It incorporates the Proposal you have already reviewed (which describes the detailed scope, deliverables, and your responsibilities) and adds the binding commercial terms. Where the Service Schedule and Proposal differ, the Service Schedule prevails.

Managed Services Agreement

What it is: The master terms governing the managed platform services Simtricity provides as your Platform Service Provider.

Why it matters: This covers how Simtricity hosts, maintains, and extends the Platform on your behalf — managed cloud infrastructure, software update management via the Channel Updater, service levels, fees and payment, data processing, revenue and market participation, intellectual property rights for bespoke integrations, confidentiality, liability, and exit provisions including data export and infrastructure transfer options.

Data Processing Agreement

What it is: A schedule to the Managed Services Agreement covering how Simtricity handles your data under UK GDPR.

Why it matters: Simtricity processes energy consumption data, meter data, and potentially vehicle/driver data on your behalf. This agreement sets out the legal basis, security measures, sub-processors, breach notification obligations, and your audit rights. It is required by data protection law.

Proposal

What it is: The detailed scope document for your engagement, included as an appendix for reference.
Why it matters: The Service Schedule incorporates the Proposal by reference. It describes the specific services, deliverables, and your responsibilities for each workstream.

License Pack

Order Form

What it is: Your specific commercial terms for the Simtricity Platform — license type, usage reporting metrics, the flat monthly license fee, and any bespoke integration modules.
Why it matters: This is the execution document for your software license. It references the Commercial License Agreement and contains the terms unique to your engagement — the license fee, usage reporting metrics, and any bespoke integration modules that receive a perpetual AGPL copyleft exemption. Module-specific fees (Flux, MyEnergy, Flows) are specified in the Service Schedule.

Commercial License Agreement

What it is: The master terms governing your use of the Simtricity Platform (Flux, Flows, Skyprospector, MyEnergy).
Why it matters: The Platform is open source under AGPL-3.0. This agreement grants you additional commercial rights — specifically the right to use the Platform without AGPL copyleft obligations (no requirement to disclose your source code). There are two license tiers: the Operator License grants full commercial use with Simtricity attribution, and the Enterprise License additionally permits white-labelling, embedding in your own products, and building branded platforms for resale. The agreement covers license grants, usage metrics, support, warranties, liability, and what happens if the agreement ends.

How the Documents Fit Together

Services Pack — sent first	License Pack — sent separately
Service Schedule (you sign)	Order Form (you sign)
Managed Services Agreement	Commercial License Agreement
Data Processing Agreement	
Proposal (appendix)	

The **Service Schedule** and **Order Form** are the documents you sign — they reference the standard terms. The Service Schedule incorporates the **Proposal** for detailed scope. Both packs operate independently and run in parallel.

Questions?

Contact Simtricity at **contracts@simtricity.com** if you have any questions about these documents.

SERVICE SCHEDULE

Simtricity Managed Services Agreement

April 2026

1 Parties

Platform Service Provider: Simtricity Ltd, a company incorporated in England and Wales (No. 16548510)
Unit 21a, Easton Business Centre, Felix Road, Easton, Bristol, BS5 0HE
Contact: contracts@simtricity.com

Operator: Tellus Power Europe B.V.
Strevelsweg 700, 303 Unit A9598, 3083 AS Rotterdam, Netherlands
Contact: markj@eu.telluspowergroup.com

2 Applicable Agreements

This Service Schedule is governed by the Simtricity Managed Services Agreement v1.0. By executing this Service Schedule, the Operator agrees to be bound by the terms of the Agreement.

3 Scope of Services

The Services to be provided under this Service Schedule are as described in the Simtricity V2G Pilot Proposal for Tellus Power Europe dated March 2026 (the "Proposal"). The Proposal is incorporated by reference and forms part of this Service Schedule.

Where there is any conflict between this Service Schedule and the Proposal, the terms of this Service Schedule shall prevail.

The following Workstreams are included:

- **Financial Modelling (Skyprospector)**
- **Metering Services (Flows)**
- **V2G Market Dispatch (Flux)**
- **Whole-site Energy Optimisation (Flux)** *(activates upon continuation beyond the Initial Term)*

Full scope, deliverables, and Operator Responsibilities for each Workstream are as set out in the Proposal.

4 Commercial Terms

Service Tier: V2G Pilot
Start Date: 1 April 2026

Minimum Term: 3 months

5 Fees

Description	Amount
Monthly Service Fee	GBP 5,000 + VAT

All fees are paid monthly in advance. The minimum commitment is 3 months at the above rate.

Optional Workstreams listed above may be activated during any continuation period by written agreement between the parties. Activation of Optional Workstreams does not require a supplementary Service Schedule but does require the Operator's prior written consent.

5.1 Post-Pilot Transition

Upon expiry of the Initial Term, this Service Schedule continues on a month-to-month basis at a Monthly Service Fee of £0 (zero) until new commercial terms are agreed in writing by both parties. During this £0 continuation period:

(a) Notwithstanding Section 12.3 of the Agreement, either party may terminate this Service Schedule by giving 7 days' written notice

(b) Revenue pass-through obligations under this Service Schedule are suspended — no revenue share is payable by either party

(c) The Platform Service Provider may, at its discretion, maintain, suspend, or decommission Managed Infrastructure

(d) Optional Workstreams remain dormant and do not activate

Transition to standard pricing (as set out in the Licensor's then-current Price List) requires a new or amended Service Schedule signed by both parties. The standard pricing structure comprises:

(a) A monthly Operator License fee under the Commercial License Agreement

(b) A monthly Managed Services base fee under this Agreement

(c) Module-specific fees (commissioning and recurring) for each active Module

Module Commissioning Fees for Modules activated during the Initial Term are deemed satisfied by the Monthly Service Fee and are not re-charged on transition.

The Platform Service Provider shall provide the Operator with the applicable Price List at least 14 days before the expiry of the Initial Term.

6 Revenue

During the Initial Term, the Platform Service Provider shall pay 100% of net Axle Energy flexibility revenues attributable to the Operator's assets to the Operator on a monthly basis. Revenue reports shall be provided monthly, detailing dispatch events, market prices achieved, and net revenue calculations.

Post-pilot revenue share arrangements for each Module are as specified in the then-current Price List.

7 Managed Infrastructure

The following cloud platforms and services comprise the Managed Infrastructure for this engagement:

- Timescale Cloud — dedicated database instance (EU region)

• Fly.io — Flux, Flows, and supporting application instances

Termination assistance and exit provisions (including Data Export and Infrastructure Transfer) are as set out in Section 12.7 of the Agreement.

8 Data Export Formats

On termination, Operator Data shall be made available in the following formats:

- PostgreSQL database dump (pg_dump)
- CSV/Parquet exports of all time-series data (meter readings, dispatch events, market prices)
- Structured JSON exports of configuration, financial models, and customer records

9 Pilot Exit Terms

The following terms apply to termination at the end of or after the Initial Term and supplement Section 12.7 of the Agreement:

(a) The Exit Fee under Section 12.7(a) of the Agreement is waived where either party terminates this Service Schedule at the expiry of or after the Initial Term. The Platform Service Provider shall provide data export assistance at no additional charge.

(b) Notwithstanding the notice period in Section 12.3 of the Agreement, either party may terminate this Service Schedule after the Initial Term by giving 7 days' written notice.

(c) The Operator is granted access to Skyprospector financial modelling data and simulation exports for a period of 12 months from the Effective Date, regardless of whether the Service Schedule is terminated before that period expires.

10 Notice Contact Emails

Party	Email
Simtricity Ltd	contracts@simtricity.com
Tellus Power Europe B.V.	markj@eu.telluspowergroup.com

Version History

Version	Date	Description
1.0	March 2026	Initial release
1.0	7 April 2026	Corrected customer legal entity name to Tellus Power Europe B.V. Updated start date to 1 April 2026.
1.0	8 April 2026	Post-pilot continuation at £0 until new terms agreed. 7-day mutual termination notice after Initial Term. Rev-

Version	Date	Description
		enue pass-through suspended during £0 period. Optional workstreams require mutual written agreement.

Signatures

For and on behalf of Simtricity Ltd

Signature

Full Name

Damon Rand

Title

Director

Date

08/04/2026

For and on behalf of Tellus Power Europe B.V.

Signature

Full Name

Mark Julien

Title

Director

Date

08/04/2026

SIMTRICITY MANAGED SERVICES AGREEMENT

March 2026

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ENGAGING SIMTRICITY MANAGED SERVICES

This Managed Services Agreement ("Agreement") is entered into between Simtricity Ltd, a company incorporated in England and Wales (No. 16548510) ("Platform Service Provider"), and the entity identified in the applicable Service Schedule ("the Operator").

This Agreement sets out the terms under which the Platform Service Provider delivers managed platform services using the Simtricity Platform. By executing a Service Schedule that references this Agreement, the Operator agrees to be bound by these terms.

1 Background

Simtricity develops and maintains an open source software platform for the management of portfolios of residential and commercial energy assets. The platform provides modules for financial modelling, smart metering, battery energy storage dispatch, and customer support and billing.

Under this Managed Services Agreement, Simtricity hosts, maintains, and extends the Platform on the Operator's behalf as a dedicated managed service. Each Operator receives their own dedicated cloud infrastructure, provisioned and kept current by Simtricity. The Operator retains visibility of where their data resides and what software is running. Simtricity manages the infrastructure, software updates, integrations with third-party systems, and day-to-day operational monitoring.

The platform is published under the AGPL-3.0 open source license. Operators who wish to use the platform commercially without AGPL copyleft obligations may also enter into a separate Commercial License Agreement. The managed service and the commercial license are independent — an Operator may hold either or both.

2 Definitions

"Active Customer Account" means a customer account within the MyEnergy platform that has at least one active electricity supply point and has received at least one invoice or statement within the preceding calendar quarter.

"Active Metered Point" means a meter point administered through the Flows platform that has submitted at least one valid meter reading within the preceding calendar month.

"Agreement" means this Managed Services Agreement including all Service Schedules executed under it.

"Channel Updater" means the Platform Service Provider's managed deployment service that provides automatic software updates on stable and latest channels to the Operator's Platform instances. The Channel Updater is a component of the managed service and is not available independently of an active Service Schedule.

"Commissioning Fee" means a one-time fee payable on activation of a Module, as specified in the applicable Service Schedule or Price List.

"Confidential Information" means any non-public information marked as confidential or that would reasonably be considered confidential, including technical data, business plans, pricing, and customer information.

"Module" means a distinct functional component of the Platform (being Flux, Flows, MyEnergy, or Skyprospector) that may be separately activated and priced under a Service Schedule.

"Nameplate Capacity" means the rated energy storage capacity (in MWh) of a battery energy storage system as stated on the manufacturer's specification at the time of commissioning.

"Operator Data" means all operational data, meter data, financial data, and other information provided by or generated on behalf of the Operator during the provision of the Services.

"Operator Responsibilities" means the obligations set out in the Service Schedule that the Operator must fulfil to enable the Platform Service Provider to deliver the Services.

"Effective Date" means the start date specified in the Service Schedule.

"Exit Fee" means the fee payable on termination of a Service Schedule as specified in Section 12.7.

"Initial Term" means the minimum commitment period specified in the Service Schedule.

"Managed Infrastructure" means the cloud database instances, application hosting instances, configuration, environment variables, certificates, DNS entries, and monitoring systems provisioned and managed by the Platform Service Provider for the Operator as specified in the applicable Service Schedule.

"Platform" means the Simtricity software platform and its components, including but not limited to Flux (intelligent energy asset control), Flows (meter data collection and market accreditation), Skyprospector (financial modelling), and MyEnergy (customer portal).

"Price List" means the Licensor's then-current published schedule of standard fees for commercial licenses, managed services, and Module pricing.

"Service Period" means the Initial Term and any subsequent renewal periods during which Services are provided.

"Service Schedule" means a document executed under this Agreement specifying the Services, workstreams, fees, term, and Operator Responsibilities applicable to a particular engagement.

"Services" means the managed platform services described in the applicable Service Schedule, delivered using the Platform.

"Standing Charge Equivalent" means the maximum permitted standing charge for a domestic electricity customer as published by Ofgem in the prevailing Default Tariff Cap Annex at the date of calculation, expressed as a daily rate in pence.

"Uplift" means the gross revenue attributable to the dispatch of the Operator's battery assets through wholesale flexibility markets (including balancing services, frequency response, and time-of-use optimisation), as reported by the relevant market aggregator, before deduction of aggregator fees, network charges, or other third-party costs.

"Workstream" means a distinct scope of services as defined in the Service Schedule, which may include financial modelling, metering, market dispatch, or energy optimisation services.

3 Services

3.1 Scope

The Platform Service Provider shall provide the Services described in the applicable Service Schedule using reasonable skill and care. The Services may include one or more Workstreams covering:

(a) Financial modelling and scenario analysis using Skyprospector
(b) Smart meter data collection, settlement, and COP11 accreditation using Flows
(c) Intelligent energy asset dispatch and market participation using Flux
(d) Whole-site energy optimisation and behind-the-meter management
(e) Integration development connecting the Platform to the Operator's hardware and systems
(f) Pilot dashboards and operational monitoring
(g) Managed cloud infrastructure provisioning, hosting, and maintenance, including dedicated database instances per Operator
(h) Software update management and deployment via the Channel Updater

3.2 Variations

Any variation to the scope of Services must be agreed in writing by both parties. Additional Workstreams may be added by executing a supplementary Service Schedule.

3.3 Dependencies

The Platform Service Provider's obligation to deliver the Services is subject to the Operator fulfilling its Operator Responsibilities as set out in the Service Schedule. Delays arising from the Operator's failure to meet these obligations shall not constitute a breach by the Platform Service Provider.

4 Service Levels

4.1 Standard of Care

The Platform Service Provider shall perform the Services with reasonable skill and care, consistent with generally accepted industry standards for managed platform services.

4.2 Platform Availability

The Platform Service Provider shall use reasonable endeavours to maintain the availability of the Platform during the Service Period. Scheduled maintenance windows shall be notified to the Operator in advance where practicable.

4.3 Incident Response

The Platform Service Provider shall respond to service-affecting incidents in a timely manner and keep the Operator informed of progress toward resolution. Critical incidents affecting energy dispatch or meter data collection shall be prioritised.

4.4 Exclusions

Service level commitments do not apply to:

(a) Outages caused by the Operator's equipment, networks, or third-party systems
(b) Force majeure events
(c) Scheduled maintenance carried out in accordance with this Agreement
(d) Issues arising from the Operator's failure to meet its Operator Responsibilities

5 Fees and Payment

5.1 Fees

The Operator shall pay the fees specified in the applicable Service Schedule. Unless otherwise stated, all fees are exclusive of VAT which shall be charged at the prevailing rate.

5.2 Invoicing

The Platform Service Provider shall invoice monthly in advance. Payment is due within 14 days of the invoice date.

5.3 Late Payment

If any undisputed amount remains unpaid for more than 30 days after the due date, the Platform Service Provider may:

(a) Charge interest on the overdue amount at 4% per annum above the Bank of England base rate
(b) Suspend the Services upon 7 days' written notice, without prejudice to any other rights

5.4 Fee Adjustments

The Platform Service Provider may adjust fees upon 30 days' written notice at the end of any billing period. The Operator may terminate the affected Service Schedule by giving notice before the new fees take effect. Fee adjustments under this Section do not apply to Module revenue share percentages or per-unit rates specified in an active Service Schedule. Changes to revenue share terms require a supplementary Service Schedule signed by both parties.

6 Operator Responsibilities

6.1 General Obligations

The Operator shall:

(a) Fulfil the Operator Responsibilities specified in the Service Schedule in a timely manner
(b) Provide the Platform Service Provider with reasonable access to equipment, systems, and information necessary to deliver the Services
(c) Designate a primary contact person to liaise with the Platform Service Provider
(d) Ensure that all information provided to the Platform Service Provider is accurate and complete

6.2 Hardware and Connectivity

Where the Service Schedule specifies hardware requirements (including smart meters, chargers, or communication equipment), the Operator is responsible for procurement, installation, and maintenance of such hardware unless expressly stated otherwise.

6.3 Third-Party Access

Where the Services require access to third-party systems or APIs, the Operator shall obtain and provide the necessary credentials, authorisations, and letters of authority.

7 Data Processing

7.1 Data Ownership

All Operator Data remains the property of the Operator. The Platform Service Provider shall not use Operator Data for any purpose other than delivering the Services, unless expressly authorised by the Operator.

7.2 Data Processing Role

In relation to personal data processed in the course of delivering the Services, the Platform Service Provider acts as a data processor and the Operator acts as a data controller, as those terms are defined in the UK GDPR. The parties shall comply with their respective obligations under applicable data protection legislation.

7.3 Data Portability

The Platform Service Provider shall, upon reasonable request, provide Operator Data in standard, machine-readable formats as specified in the applicable Service Schedule. Upon termination of the Services, the provisions of Section 12.7 (Termination Assistance and Exit) apply in addition to this Section.

7.4 Data Security

The Platform Service Provider shall implement appropriate technical and organisational measures to protect Operator Data against unauthorised access, loss, or corruption.

8 Revenue and Market Participation

8.1 Revenue Pass-Through

Where the Services include energy market participation (including wholesale flexibility markets, balancing services, or time-of-use optimisation), the revenue model shall be as specified in the Service Schedule.

8.2 Market Risk

The Platform Service Provider bears all responsibility for market penalties, imbalance exposure, and other costs arising from market participation activities. The Operator shall have no liability for market costs, including in the event of dispatch errors, communication failures, or market rule breaches by the Platform Service Provider.

8.3 Revenue Reporting

The Platform Service Provider shall provide the Operator with regular reports on market participation activity and associated revenues, at a frequency and in a format agreed in the Service Schedule.

8.4 Operational Boundaries

(a) The Operator's operational needs (including driver charging needs for V2G services) shall always take priority over market dispatch
(b) The Platform Service Provider shall implement appropriate safeguards including minimum state-of-charge thresholds, communication loss handling, and safe fallback states
(c) The Operator's import and export electricity supply arrangements remain separate and unaffected by the Services

8.5 Module Activation

Where the Operator activates a Module not included in the original Service Schedule, the applicable Commissioning Fee is payable on activation and the recurring fee commences from the following calendar month. Module activation shall be confirmed in writing by both parties, referencing the Module name and applicable fees from the Service Schedule or Price List.

9 Intellectual Property

9.1 Platform Software

The Platform is licensed under the GNU Affero General Public License version 3 (AGPL-3.0). The Operator may access the source code of Platform components via the Platform Service Provider's public repositories.

9.2 Bespoke Integrations

Where the Platform Service Provider develops bespoke integration code specific to the Operator's hardware or systems (for example, charger API integrations), such code shall be licensed to the Operator on a perpetual, non-exclusive, royalty-free basis. This license permits the Operator to use, modify, and incorporate the integration code into its own products without AGPL copyleft obligations.

Where bespoke integration code is named as a "Bespoke Integration Module" in an Order Form or Service Schedule under the Simtricity Commercial License Agreement, the AGPL copyleft exemption granted under Section 2.5 of that agreement applies concurrently with the rights granted under this Section. Both sets of rights operate together for the benefit of the Operator.

9.3 Pre-existing IP

Each party retains ownership of its pre-existing intellectual property. Nothing in this Agreement transfers ownership of either party's intellectual property to the other.

10 Confidentiality

10.1 Obligations

Each party shall treat the other's Confidential Information with the same degree of care it applies to its own confidential information, and in any event no less than reasonable care. Neither party shall disclose the other's Confidential Information to third parties without prior written consent.

10.2 Exceptions

Confidentiality obligations do not apply to information that:

(a) Is or becomes publicly available through no fault of the receiving party

(b) Was already known to the receiving party prior to disclosure

(c) Is independently developed by the receiving party without reference to the disclosing party's Confidential Information

(d) Is required to be disclosed by law or regulation, provided the receiving party gives prompt notice to the disclosing party

10.3 Survival

Confidentiality obligations survive termination of this Agreement for a period of 3 years.

11 Warranties and Disclaimers

11.1 Platform Service Provider Warranties

The Platform Service Provider warrants that:

(a) It has the necessary skills, experience, and resources to perform the Services

(b) The Services will be performed with reasonable skill and care

(c) It will comply with all applicable laws and regulations in the performance of the Services

11.2 No Revenue Guarantee

The Platform Service Provider does not warrant or guarantee any particular level of revenue, cost saving, or financial outcome from the Services. Financial projections and modelling outputs are estimates based on assumptions and historical data, and actual results may vary.

11.3 Disclaimer

Except as expressly set out in this Agreement, all warranties, conditions, and representations (whether express or implied, statutory or otherwise) are excluded to the fullest extent permitted by law.

12 Limitation of Liability

12.1 Cap

The Platform Service Provider's total aggregate liability under or in connection with this Agreement shall not exceed the total fees paid or payable by the Operator in the 12 months preceding the event giving rise to the claim.

12.2 Exclusions

Neither party shall be liable to the other for:

(a) Loss of profits, revenue, or anticipated savings

(b) Loss of business or business opportunity

(c) Indirect or consequential loss

whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise.

12.3 Exceptions

Nothing in this Agreement limits or excludes liability for:

(a) Death or personal injury caused by negligence

(b) Fraud or fraudulent misrepresentation

(c) Any other liability that cannot be limited or excluded by law

13 Term and Termination

13.1 Term

This Agreement commences on the Effective Date of the first Service Schedule and continues for as long as any Service Schedule remains in effect.

13.2 Initial Term

Each Service Schedule has an Initial Term as specified therein. During the Initial Term, neither party may terminate the Service Schedule except for material breach.

13.3 Renewal

After the Initial Term, each Service Schedule continues on a month-to-month basis. Either party may terminate a Service Schedule by giving 30 days' written notice.

13.4 Termination for Breach

Either party may terminate this Agreement or any Service Schedule immediately upon written notice if the other party:

(a) Commits a material breach that is not remedied within 30 days of written notice specifying the breach

(b) Becomes insolvent, enters administration, or is subject to any analogous proceedings

13.5 Termination for Non-Payment

The Platform Service Provider may terminate any Service Schedule immediately upon written notice if fees remain unpaid for more than 30 days after the due date, provided the Platform Service Provider has given 14 days' prior written notice of its intention to terminate.

13.6 Consequences of Termination

Upon termination of a Service Schedule:

(a) The Operator shall pay all fees accrued up to the date of termination

(b) The Platform Service Provider shall make Operator Data available in accordance with Section 6.3

(c) Bespoke integration licenses granted under Section 8.2 shall survive termination

(d) Confidentiality obligations survive as specified in Section 9.3

(e) Any accrued rights and liabilities of the parties are not affected

(f) The provisions of Section 12.7 (Termination Assistance and Exit) apply

13.7 Termination Assistance and Exit

(a) Upon termination of a Service Schedule for any reason (other than termination by the Platform Service Provider for reasons not attributable to the Operator's breach), the Operator shall pay an Exit Fee equal to three (3) months of the prevailing monthly fee under the terminated Service Schedule. The Exit Fee is payable on delivery of the termination notice.

(b) The Exit Fee entitles the Operator to transition assistance from the Platform Service Provider for a period of up to three (3) months from the date of termination notice. Transition assistance includes: preparing data exports, answering technical queries, assisting with regulatory transfers (including COP11 meter registration transfers), and providing documentation of system configuration, deployment architecture, and operational procedures.

(c) The Operator shall elect one of the following exit methods:

(d) **Data Export:** The Platform Service Provider shall deliver a complete export of all Operator Data in the formats specified in the applicable Service Schedule within 30 days of the termination notice. The Platform Service Provider shall decommission the Operator's Managed Infrastructure at the end of the transition assistance period.

(ii) **Infrastructure Transfer:** Available only where the Operator has maintained an active Service Schedule for a continuous period of twelve (12) months or more. The Platform Service Provider shall transfer ownership of the Operator's Managed Infrastructure (including database instances, application hosting instances, configuration data, environment variables, certificates, and DNS entries) using the standard transfer mechanisms provided by the relevant cloud platforms. Infrastructure is transferred "as-is" with no warranty as to continued operation without ongoing management. Infrastructure Transfer excludes the Platform Service Provider's internal tooling, deployment pipelines, and Channel Updater systems.

(iii) Infrastructure Transfer under paragraph (c)(ii) is conditional upon the Operator holding an active Commercial License Agreement with the Licensor at the time of transfer, or executing one concurrently.

(e) Where either exit method requires the consent or cooperation of third-party service providers (including but not limited to wholesale market aggregators and metering accreditation bodies), the Platform Service Provider shall use reasonable endeavours to facilitate the relevant transfers but does not guarantee third-party consent. The Operator acknowledges that wholesale market dispatch functionality requires a direct contractual relationship between the Operator and the relevant market aggregator.

(f) The Platform Service Provider's obligations under this Section cease at the end of the transition assistance period or upon confirmed completion of the Infrastructure Transfer (whichever is later), except for obligations that survive termination under Section 12.6.

14 General

14.1 Notices

All notices under this Agreement must be in writing and sent to the email addresses specified in the applicable Service Schedule. Notices are deemed received on the next business day after sending.

14.2 Force Majeure

Neither party shall be liable for failure to perform its obligations where such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, utility failures, or pandemic restrictions. The affected party shall notify the other promptly and use reasonable endeavours to mitigate the effects.

14.3 Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that the Platform Service Provider may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets.

14.4 Entire Agreement

This Agreement, together with the applicable Service Schedules, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, negotiations, and agreements.

14.5 Amendments

No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

14.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14.7 Third Party Rights

No person who is not a party to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

DATA PROCESSING AGREEMENT

Schedule to the Simtricity Managed Services Agreement

March 2026

This Data Processing Agreement ("DPA") forms a schedule to the Simtricity Managed Services Agreement v1.0 ("MSA") and supplements the data processing provisions in Section 6 of the MSA. Terms defined in the MSA have the same meaning in this DPA. Where there is any conflict between this DPA and the MSA, the terms of this DPA shall prevail in respect of data protection matters.

1 Definitions

"Controller" means the Operator, as the entity that determines the purposes and means of the processing of Personal Data.

"Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, the EU General Data Protection Regulation (EU) 2016/679 (where applicable), and any subordinate legislation, guidance, or codes of practice issued under or in connection with them, in each case as amended from time to time.

"Data Subject" means an identified or identifiable natural person to whom Personal Data relates.

"Personal Data" means any information relating to a Data Subject that is processed by the Processor in the course of providing the Services.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

"Processor" means the Platform Service Provider (Simtricity Ltd), as the entity that processes Personal Data on behalf of the Controller.

"Sub-processor" means any third party engaged by the Processor to process Personal Data on behalf of the Controller.

2 Scope of Processing

2.1 Processing Details

The Processor shall process Personal Data only as necessary to deliver the Services under the MSA, as follows:

Item	Detail
Subject matter	Provision of managed platform services including metering, dispatch, and financial modelling
Duration	For the duration of the Service Period, plus any retention period specified in this DPA
Nature and purpose	Collection, storage, analysis, and transmission of energy consumption and generation data; meter data settlement; market dispatch; financial modelling; customer portal access
Categories of Data Subjects	Energy consumers at Operator sites; vehicle drivers (for V2G services); Operator personnel
Categories of Personal Data	Energy consumption data (half-hourly meter readings); meter point reference numbers (MPANs); vehicle charging session data (times, energy, state of charge); contact details of Operator personnel; IP addresses and access logs from platform usage

2.2 Processing Instructions

The Processor shall process Personal Data only on the documented instructions of the Controller, unless required to do so by applicable law. The instructions are as set out in this DPA and the MSA. If the Processor is required by law to process Personal Data other than on the Controller's instructions, the Processor shall inform the Controller of that legal requirement before processing, unless the law prohibits such notification.

3 Processor Obligations

3.1 Security Measures

The Processor shall implement and maintain appropriate technical and organisational measures to protect Personal Data, including:

(a) Encryption of Personal Data in transit (TLS 1.2 or higher) and at rest

(b) Access controls limiting Personal Data access to authorised personnel on a need-to-know basis

(c) Regular testing and evaluation of the effectiveness of security measures

(d) Secure development practices for Platform components

(e) Logging and monitoring of access to systems processing Personal Data

3.2 Confidentiality

The Processor shall ensure that all personnel authorised to process Personal Data are subject to appropriate confidentiality obligations.

3.3 Assistance

The Processor shall assist the Controller, insofar as is reasonably possible, with:

(a) Responding to Data Subject access requests and other rights requests under Data Protection Legislation
(b) Meeting obligations relating to data protection impact assessments and prior consultation with supervisory authorities
(c) Ensuring compliance with the Controller's obligations under Articles 32 to 36 of the UK GDPR (or equivalent provisions)

4 Sub-processors

4.1 Authorised Sub-processors

The Controller authorises the use of the following Sub-processors:

Sub-processor	Processing Activity	Location
Axle Energy Ltd	Wholesale market dispatch and flexibility revenue optimisation	United Kingdom
Fly.io, Inc	Application hosting for Platform services	United Kingdom (LHR)
Supabase Inc	Database hosting and authentication services	EU (Frankfurt)
Timescale, Inc (d/b/a Tiger Data)	Time-series database hosting for meter data and energy consumption records	United Kingdom (London)

4.2 Engagement of New Sub-processors

The Processor shall notify the Controller in writing at least 30 days before engaging any new Sub-processor. The Controller may object to a new Sub-processor on reasonable data protection grounds within 14 days of notification. If the Controller objects and the parties cannot resolve the objection, the Controller may terminate the affected Service Schedule without penalty.

4.3 Sub-processor Obligations

The Processor shall ensure that each Sub-processor is bound by data protection obligations no less protective than those in this DPA. The Processor remains fully liable to the Controller for the performance of each Sub-processor's obligations.

5 Personal Data Breach

5.1 Notification

The Processor shall notify the Controller without undue delay, and in any event within 48 hours, upon becoming aware of a Personal Data Breach. The notification shall include:

(a) A description of the nature of the breach, including where possible the categories and approximate number of Data Subjects and Personal Data records concerned
(b) The name and contact details of the point of contact for further information

(c) A description of the likely consequences of the breach
(d) A description of the measures taken or proposed to address the breach and mitigate its effects

5.2 Cooperation

The Processor shall cooperate with the Controller and take reasonable steps to assist in the investigation, mitigation, and remediation of any Personal Data Breach. The Processor shall not notify any supervisory authority or Data Subject directly without the Controller's prior written consent, unless required by law.

6 International Transfers

The Processor shall not transfer Personal Data outside the United Kingdom or the European Economic Area without the prior written consent of the Controller, unless:

(a) The transfer is to a country that has been deemed by the UK Secretary of State (or the European Commission, where applicable) to provide an adequate level of data protection
(b) Appropriate safeguards are in place in accordance with Data Protection Legislation, such as Standard Contractual Clauses or an International Data Transfer Agreement

The Processor shall inform the Controller of any existing or intended international transfers and the safeguards in place.

7 Audits and Inspections

The Processor shall make available to the Controller all information necessary to demonstrate compliance with this DPA and Data Protection Legislation. The Controller may, upon 30 days' written notice and no more than once per year (unless a Personal Data Breach has occurred), conduct or commission an audit of the Processor's data processing activities. The Processor shall cooperate with such audits and provide reasonable access to relevant premises, systems, and personnel.

8 Data Retention and Deletion

8.1 During the Service Period

The Processor shall retain Personal Data only for as long as necessary to deliver the Services and comply with its obligations under the MSA and applicable law.

8.2 On Termination

Upon termination of the relevant Service Schedule, the Processor shall:

(a) Make all Personal Data available to the Controller in a standard, machine-readable format within 30 days of termination
(b) Securely delete all Personal Data within 90 days of termination, unless retention is required by applicable law
(c) Provide written confirmation of deletion upon request

9 Term and Termination

This DPA takes effect on the Effective Date of the first Service Schedule executed under the MSA and continues for as long as the Processor processes Personal Data on behalf of the Controller. Sections 5 (Personal Data Breach), 7 (Audits), and 8 (Data Retention and Deletion) survive termination.

10 Governing Law

This DPA shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

simtricity / connecting communities

Tellus x Simtricity

V2G Pilot Project Proposal

January 2026

Prepared for Mark Julien and Jack Harrington

Tellus Power

CONFIDENTIAL

Tellus x Simtricity

V2G Pilot Project Proposal

January 2026

Dear Mark and Jack,

Thank you for the opportunity to present this proposal for Simtricity's V2G pilot project with Tellus Power.

Following our discussions and the meter we shipped to Jack in December, we're excited to move forward with the pilot as the first step toward a potential nationwide rollout across your dealership network.

Simtricity proposes a 3-month pilot to prove the commercial value of Tellus's bidirectional EV chargers. We will adapt our proven Flux battery control platform to dispatch V2G chargers on wholesale electricity markets via our existing Axle Energy integration.

What is V2G?

Vehicle-to-Grid (V2G) is bidirectional charging technology that allows electric vehicles to send power back to the grid, not just receive it. When parked, a V2G-connected vehicle becomes a mobile battery that can earn revenue by helping balance the electricity system — charging when power is cheap and abundant, discharging when it's expensive and scarce.

About Tellus Power

Tellus Power Group is a global leader in EV charging infrastructure, delivering scalable solutions across the USA, Europe, Asia Pacific, and the Middle East. With expertise in V2G technology and smart energy management, Tellus helps businesses, fleets, and infrastructure operators maximise efficiency and drive sustainability.

The Opportunity

Tellus sells bidirectional EV chargers to businesses with overnight fleet vehicles — delivery vans, company cars, service vehicles that sit parked for hours at a time. These chargers can aggregate into a "virtual battery" traded on wholesale electricity markets, generating revenue for fleet operators while vehicles are parked.

The key insight: Fleet vehicles spend most of their time parked. During those hours, their batteries can work for their owners — earning money instead of sitting idle.

How V2G Creates Value

The primary value of V2G comes from optimising your customer's site energy bills — not just from grid trading. Here's how the revenue stacks up:

⚡

1. Import Optimisation

Charge vehicles when electricity is cheap — overnight, during solar peaks,

📉

2. Peak Shaving

Discharge during expensive peak periods to reduce the site's import from

💷

3. Wholesale Trading

Additional revenue from Axle's flexibility markets — trading energy on wholesale

or when wholesale prices dip. This directly reduces the site's energy bills.

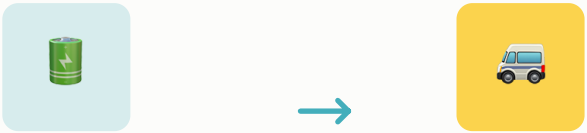
the grid. This cuts bills during the highest-priced hours (typically 4-7pm).

markets when prices are favourable, independent of site consumption.

The goal: Make V2G a cashflow-neutral (or positive) customer perk — where the energy savings and trading revenue offset any costs, creating value for fleet customers without them changing their existing energy supplier.

Our Approach

We're not starting from scratch. Simtricity's Flux controller already manages batteries at two live community energy sites, trading on wholesale markets through our Axle Energy integration.



Stationary Battery
(Current: Hazelmead, Water Lilies)

V2G Charger
(New: Tellus fleet sites)

Same Flux controller. Same Axle market integration. Different asset type.

Why Simtricity?

Proven Technology

Our Flux controller and Axle integration are already live at two community energy sites, trading real energy on wholesale markets every day.

Fast to Market

We're adapting existing infrastructure, not building from scratch. The pilot can be operational within weeks, not months.

Real Revenue Data

We can show you actual market revenues from our existing sites, not theoretical projections. You'll see what V2G can really deliver.

What You Get from the Pilot

📦 Hard Deliverables

- Pilot dashboard showing charger state, dispatch events, and revenue summary — source code provided to Tellus
- Skyprospector login with financial models (12-month access included, with data export)
- COP11 accredited meter at site
- Operational data in standard formats
- Tellus charger API integration code (licensed)

⚡ Demonstrated Capabilities

- Live V2G dispatch responding to market signals
- Bidirectional charge/discharge (if API supports)
- Revenue generation from flexibility markets

🎓 Knowledge & Understanding

- UK V2G market value proposition
- Technical requirements for scaled deployment
- Clear view of build vs buy options

Bidirectional Dispatch from Day One?

Yes — if Tellus provides a working charger API with V2G commands and a bidirectional-capable vehicle. Simtricity's side is ready; the integration complexity is on the charger/vehicle side.

What Success Looks Like

A 3-month pilot is rapid timescales — success means the solution is **stood up** and working, not exhaustively validated:

Technical	Commercial	Strategic

Solution operational, major bugs resolved, dispatch events occurring

First revenues generated, value proposition validated with real data

Clear understanding of extending with Simtricity vs alternatives

After the Pilot: Build or Buy?

Simtricity's Flux is AGPL licensed — Tellus can study the code during the pilot. Afterwards, you can: **(a)** extend with Simtricity's commercial service, or **(b)** take the learnings and build your own solution. The data, techniques, and processes from the pilot are transferable knowledge.

Project Goals

1. **Operational Pilot**
   Tellus has fully operational V2G charger(s) at a pilot site, integrated with wholesale markets via Axle.
2. **Shadow Billing**
   Tellus can provide a "shadow bill" to their fleet customer demonstrating the value of optimised energy, even before the customer changes supplier.
3. **Proven Economics**
   Tellus fully understands the financial value of their bidirectional charger asset class, backed by real data from actual market trading.

Revenue Potential

Based on Simtricity's existing deployments:

~£40k	~£70k	~£110k
Axle flexibility revenues per MW/year	Import optimisation per MW/year	Total potential per MW/year

What This Means for Fleets

Configuration	Total Capacity	Annual Value
60kW DC Bidirectional Chargers (e.g. pilot equipment)		
1 charger (60kW)	0.06 MW	~£6,600
10 chargers	0.6 MW	~£66,000
40 chargers (national rollout)	2.4 MW	~£264,000

Estimates based on ~£110k/MW/year total potential for bidirectional chargers. Actual revenues depend on vehicle availability, market conditions, and charger utilisation. Unidirectional chargers have value for smart charging (import optimisation) but significantly lower revenue potential, as discharge generates most of the revenue.

Our Products

The Simtricity platform powering your energy future

How It Works Together

Our platform connects your energy assets to wholesale markets, handling everything from meter data collection to automated trading.

Skyprospector

Energy Project Financial Modelling

Skyprospector is Simtricity's financial modelling tool for energy projects. It combines market price forecasts, asset characteristics, and tariff structures to project revenues and savings — so you can make investment decisions with confidence.

Key advantage: Skyprospector runs the same battery dispatch algorithm as Flux, so your revenue projections match what you'll actually earn from operational batteries.

What You Can Model

Revenue Projections

Forecast flexibility revenues based on historical market data and asset specifications

Import Optimisation

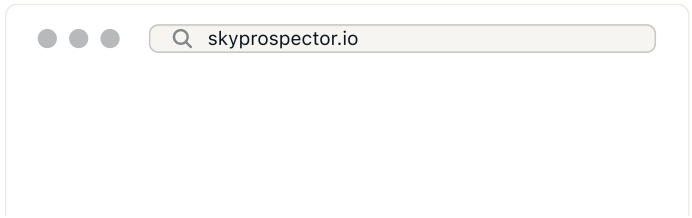
Calculate savings from shifting consumption to cheaper rate periods

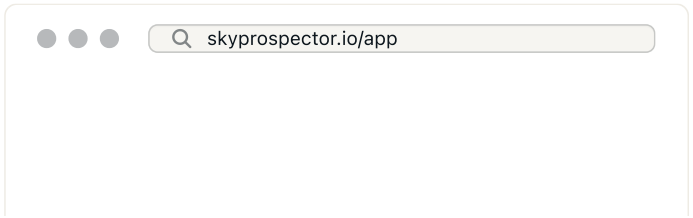
Shadow Billing

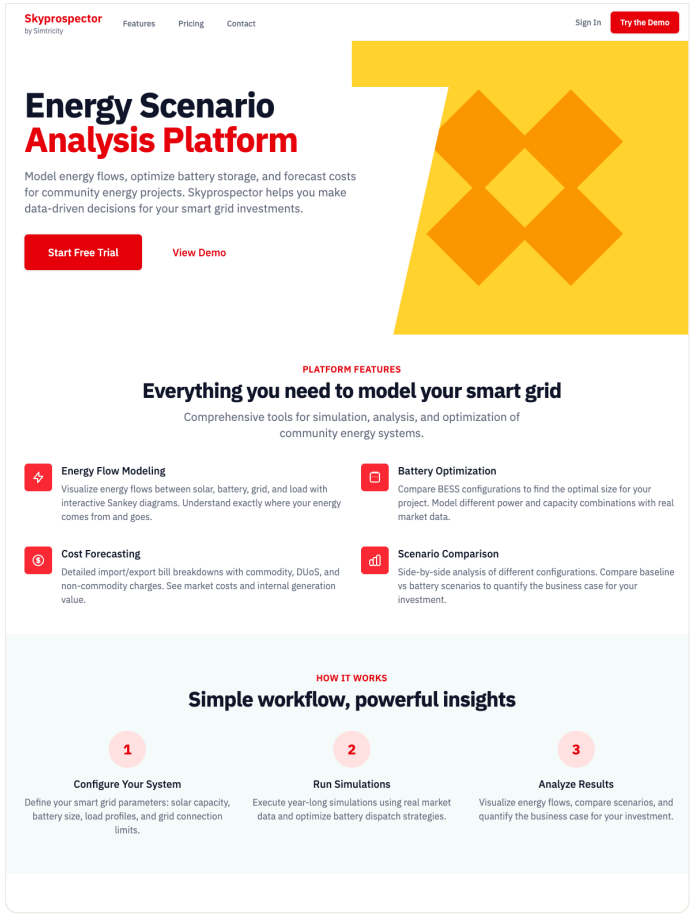
Compare what you paid vs. what you would have paid with optimised energy

Sensitivity Analysis

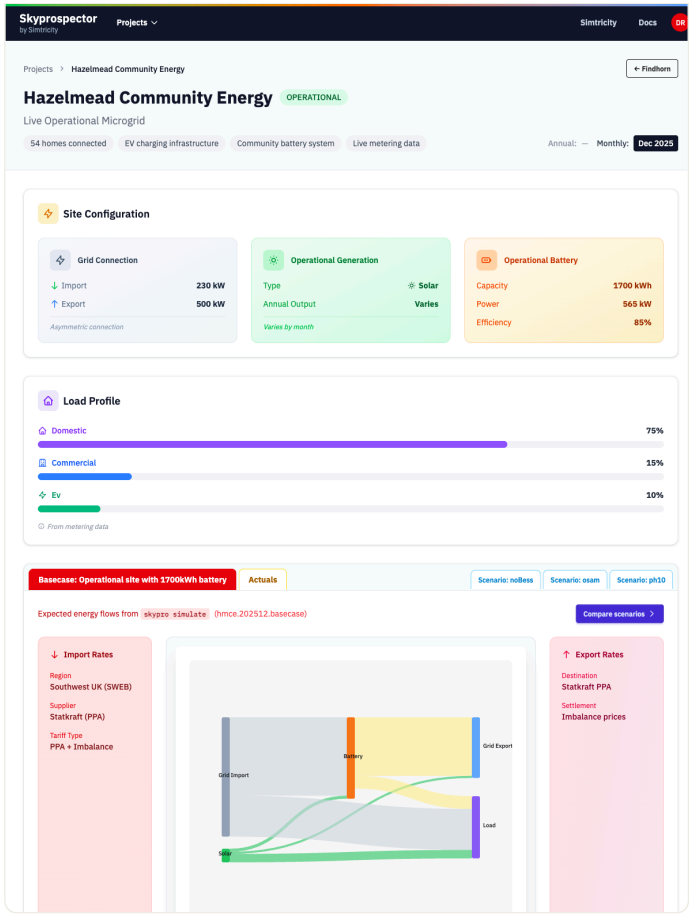
Test different scenarios — tariff changes, market conditions, usage patterns







Platform overview →



Live project example →

Flux

Intelligent Energy Asset Control

Flux is Simtricity's core control platform for behind-the-meter energy assets. It runs on edge hardware at each site, executing real-time dispatch decisions that maximise value from your assets.

Key Capabilities

- **Wholesale market dispatch** — responds to Axle signals to buy low and sell high on electricity markets
- **NIV Chase** — follows imbalance price movements to capture extra value when the grid needs flexibility most
- **Peak demand management** — avoids expensive DUoS charges by shifting usage away from peak times
- **Time-of-use optimisation** — charges when electricity is cheap, discharges when it's expensive
- **Multi-asset support** — works with batteries (Tesla PowerPack/MegaPack), V2G chargers, and other controllable assets

Proven at Hazelmead and Water Lilies community energy sites

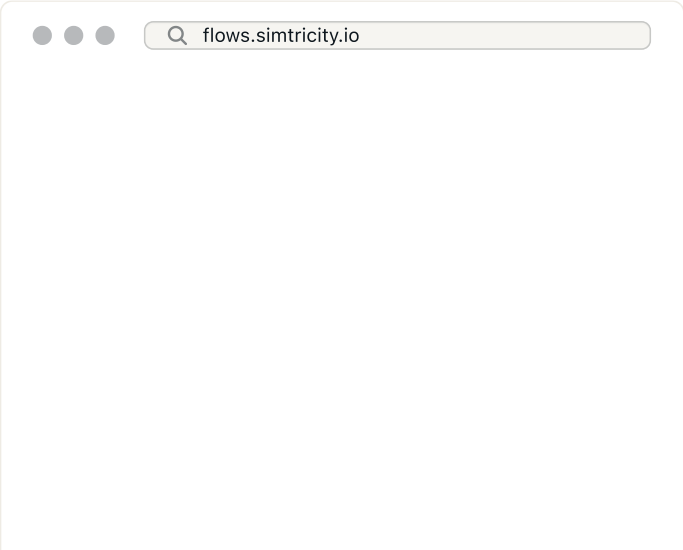
Flows

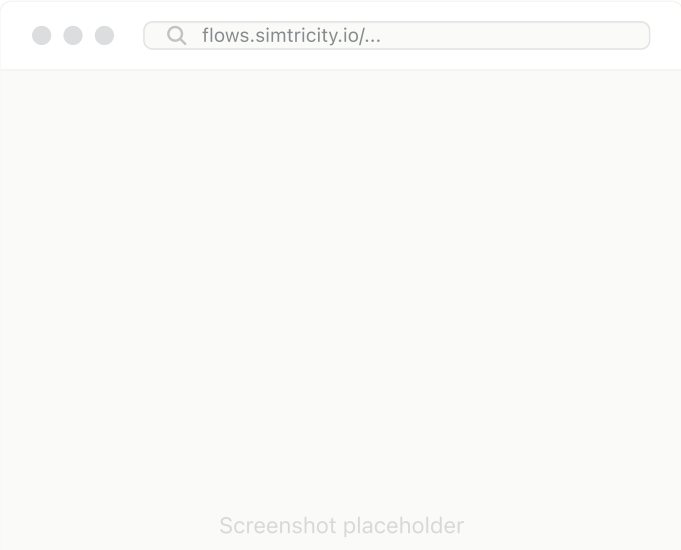
Meter Data Collection & Market Accreditation

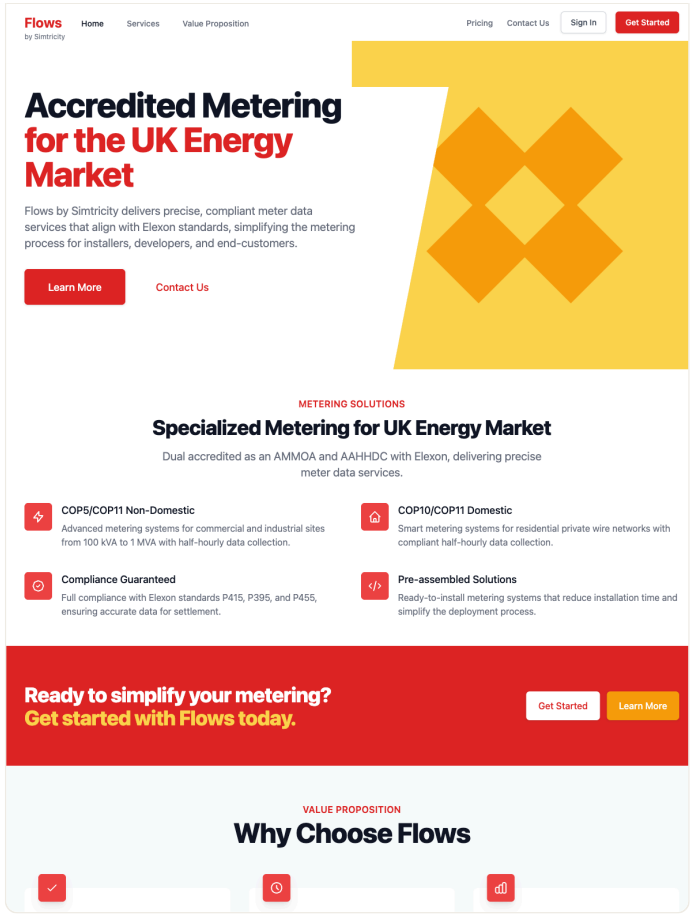
Flows is Simtricity's meter data platform — the data pipeline that connects physical meters to market systems. Accurate metering is how you get paid for the energy you trade.

Key Capabilities

- **Half-hourly data collection** — reads smart meters every 30 minutes to match wholesale market settlement periods
- **API access** — provides data feeds for third parties including Axle and other market platforms
- **COP11 accreditation** — meets the industry standard for asset metering required by Elexon for wholesale market participation
- **P415 enablement** — provides the accredited data needed for distributed assets to participate in wholesale markets







Axle

Axle Energy

Our Wholesale Market Partner

Axle Energy is our partner for wholesale electricity market access. They connect distributed energy assets — like batteries and V2G chargers — to electricity markets where flexibility has value.

How Axle Works

When your charger or battery isn't in active use, Axle finds opportunities to trade electricity at the best prices. Their platform automatically dispatches your asset — charging when prices are low, discharging when prices are high. You earn revenue from the price difference.

1GW+	~£400	Live
Assets under management	Annual value per EV	At Simtricity sites

Simtricity already has Axle integration running at our community energy sites. We're bringing the same proven infrastructure to new asset types including V2G chargers.

Work Streams

Three parallel tracks to deliver the V2G pilot

Key Terms You'll See Below

MPAN — Meter Point Administration Number, a unique ID for every UK electricity connection

Export MPAN — A separate meter tracking energy sent back to the grid

HHDC — Half-Hourly Data Collector, a service that reads your meter every 30 minutes

COP11 — Code of Practice 11, the industry standard for asset metering required for market payments

Elexon — The body that runs UK electricity market settlement

Dispatch — When Axle tells your charger to charge or discharge based on market prices

1 Financial Modelling

Skyprospector Setup

Timeline

1. **Month 1**
   Skyprospector configured with site data
2. **Month 2**
   Business model refinement
3. **Month 3**
   Financial projections validated

Shadow Billing & Scenario Simulation

Skyprospector doesn't just project — it compares. During the pilot, Flux will optimise against your chosen price source while Skyprospector simultaneously calculates what costs *would* have been under alternative tariffs. This "shadow billing" shows the real value of optimisation against multiple scenarios.

Shadow Tariffs

Compare actual outcomes against Octopus Agile, fixed rates, or imbalance (NIV) pricing

Scenario Modelling

Model adding a static battery, scaling to multiple chargers, or changing tariff structures

Simtricity	Tellus
Setup Skyprospector modelling instance	Validate and sign off provided numbers
Collaborate on business model finalisation	Provide Letter of Authority for site meter data access, or 12 months of electricity bills
Configure shadow tariff scenarios	Specify alternative tariffs to model (e.g. Octopus Business tariffs)
Provide Skyprospector login access	Review actual vs shadow billing reports
Model static battery scenarios if required	Provide battery specifications if exploring

Deliverables:

- Financial model with projected revenues and savings
- 12-month Skyprospector subscription for ongoing actual vs shadow comparison, with simulation data export
- Scenario analysis including static battery options

Skyprospector is open source — available at github.com/cepro/skypro for long-term self-hosted use beyond the subscription period.

2 Metering Setup

COP11 Asset Meter Accreditation

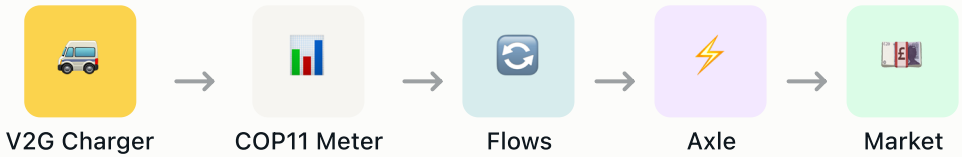
Timeline

1. **Month 1**
   Meter installed and data flowing
2. **Month 2**
   COP11 accreditation complete
3. **Month 3**
   Ongoing data validation

Why Does Metering Matter?

To get paid for flexibility services, you need **proof** of what energy was delivered. The UK electricity market requires meters to be accredited to industry standards (COP11) and registered with Elexon before any market payments can flow. This workstream sets up the "evidence chain" that proves your V2G chargers delivered what was promised.

How Meter Data Flows to Market



Accurate, accredited meter data is the foundation of all market revenue

Simtricity	Tellus
Specify meter requirements and installation location	Install one Emlite EMP1.cx meter per charger array at pilot site (optional per-charger data via Tellus API for breakdown visualisation)
Load meter data into Simtricity Flows	Secure Export MPAN (tracks energy sent to grid) for pilot site
Accredit meter for COP11 with Elexon	Provide HHDC feed (half-hourly readings) from Import MPAN

Deliverable: Elexon-accredited COP11 asset meter feeding data to Axle via Simtricity Flows — the foundation for market revenue.

Practical Timelines

Export MPAN: 1–4 weeks via DNO (plan for 4 weeks). The key first step is securing a Letter of Authority from the site client — Simtricity will then assist with DNO negotiation.

Running in parallel: Dispatch testing can begin before the Export MPAN is secured. Revenue starts flowing once the MPAN is active.

3 V2G Market Dispatch

Wholesale Revenue via Axle

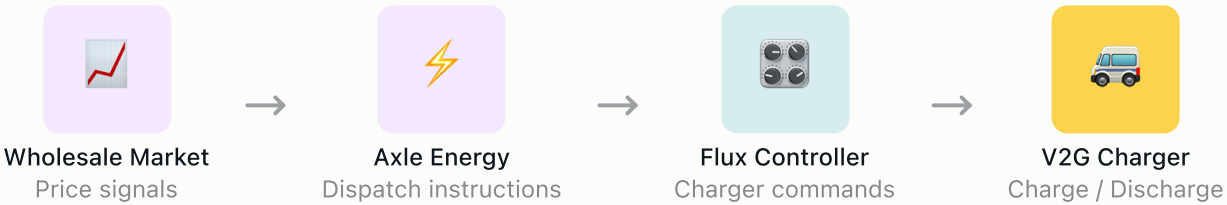
Timeline

1. **Month 1**
   Charger API integration development
2. **Month 2**
   Axle integration live, first dispatch events
3. **Month 3**
   Full operation, revenue validation

What is "Dispatch"?

Dispatch is when Axle Energy sends a signal telling your charger to do something — charge, discharge, or hold. These signals are based on wholesale electricity prices: when power is expensive, you discharge and earn money; when it's cheap, you charge. The Flux controller translates these market signals into actual commands for your Tellus chargers.

The Dispatch Cycle



Charger Control & Operational Boundaries

Flux directly actuates Tellus chargers via API, with configurable control modes that we will enhance as needed for the pilot.

What Flux Controls

- **Start/stop** — initiate or halt charging sessions
- **Target SoC** — aim for specific battery percentage
- **Power levels** — set charge/discharge rate (kW)
- **Scheduled charging** — "charge to 80% by 8am"

Priority System

Driver needs always win. If a customer initiates charging or has a scheduled departure, Flux pauses market dispatch.

0	**Customer Override**	— driver action or scheduled departure
1	**Market Commitments**	— Axle dispatch obligations
2-3	**Optimisation**	— energy arbitrage, NIV chase
4-5	**Preparation**	— background charging

Conflict Handling

- Driver initiates charge → dispatch paused
- Vehicle SoC too low → discharge blocked
- Scheduled departure → vehicle ready by time

Edge Case Behaviour

- Vehicle unplugged → graceful session end
- SoC limits reached → automatic mode transition
- Communication lost → safe fallback state

Simtricity	Tellus
Integrate Tellus charger API with Flux controller	Install charger(s) at pilot site
Configure priority system and control modes	Provide SoC levels via charger API
Provide Axle integration under existing contract	Provide API access credentials
Pay 100% of Axle flex revenues to Tellus during pilot	Connect V2G-capable vehicle(s)

Deliverable: Live V2G dispatch — your chargers responding to Axle wholesale market signals and generating revenue from flexibility.

Pilot Dashboard

A simple Tellus-branded web dashboard for dealership stakeholders, showing operational status at a glance.

What it displays

- Current charger state (charging/discharging/idle)
- Vehicle SoC when connected
- Recent dispatch events
- Cumulative revenue/savings summary

Data accessibility

- **UI:** Web dashboard for daily monitoring
- **API:** Data available programmatically for integration

Deliverable: Dashboard access throughout pilot + source code provided to Tellus at end for China team to extend.

Note: This is a simple operational view. For detailed financial analysis and shadow billing, use Skyprospector.

Tellus API Requirements

For full priority-based control, Simtricity requires these API capabilities:

- Charger control endpoints (start, stop, power setpoints)
- Vehicle state of charge (SoC) readings
- Session status updates

Simtricity will enhance Flux control modes as needed during the pilot integration.

Bidirectional Dispatch: Tellus Dependency

Bidirectional dispatch is available from day one — if Tellus provides a working charger API with V2G commands and a bidirectional-capable vehicle. The integration is straightforward for Simtricity; the dependency is on Tellus API readiness.

If only unidirectional charging (G2V) is available during the pilot, Simtricity will provide simulated discharge revenue projections based on actual market prices to demonstrate the value opportunity.

4 Whole Site Energy Optimisation Optional

Behind-the-Meter Control (Add-on)

Why Add Whole Site Optimisation?

Workstream 3 proves V2G market revenue using only the COP11 asset meter. To unlock **full site energy optimisation** — peak shaving, DUoS avoidance, and intelligent import/export decisions — Flux needs visibility of total site demand via a boundary meter.

Timeline

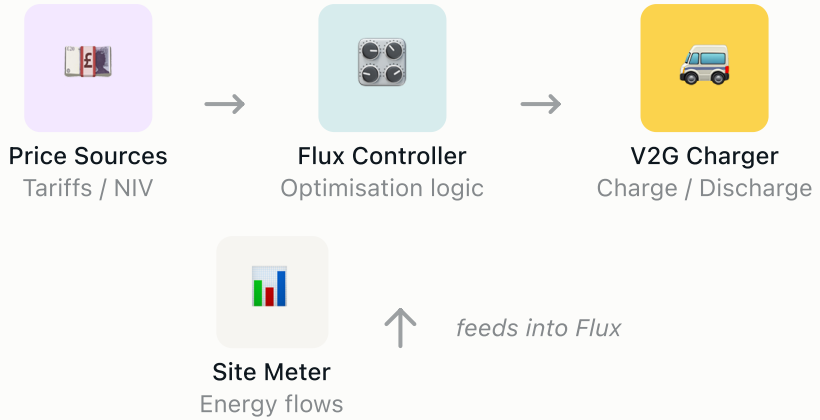
1. **Month 2**
   Boundary meter setup, price source config
2. **Month 3**
   Site optimisation live, BTM dispatch active
3. **Month 4**
   Full operation, actual vs shadow validation

Price Source Selection

Flux optimises against **one client-selected price source**. You choose which price signal drives real-time decisions — alternative tariffs are simulated as "shadow billing" in Skyprospector for comparison.

Supplier Tariff	Intelligent Tariff	Imbalance (NIV)
Your dealership's actual electricity rates	Octopus Agile, Trio, or similar dynamic rates	Grid cash-out pricing via NIV chase

How Site Optimisation Works



Two Levels of Site Optimisation

Site optimisation can be delivered at two levels, depending on data access:

Level 1 Letter of Authority (No Site Work)

- Uses the same LoA required for the Export MPAN
- HHDC data available 24 hours behind
- Optimisation based on daily averages and minimums
- Captures approximately **50% of the value**
- No electrical work required on site

Level 2 CT Meter (Real-Time)

- Second EMP1.cx CT meter installed at site boundary
- Live, minute-by-minute site demand data
- Full real-time optimisation of import/export
- Captures the **full 100% of the value**
- Requires electrical work on site

Decision point: Discuss Level 1 vs Level 2 options with the site client in Month 1 and make a decision by the end of Month 1.

What Site Optimisation Enables

- **Peak demand management** — avoids expensive DUoS charges
- **Site load support** — discharge to site instead of grid when beneficial
- **Time-of-use optimisation** — charge cheap, discharge expensive
- **Actual vs shadow comparison** — prove value of different tariff strategies

Simtricity	Tellus
Configure Flux with chosen price source	Decide primary price signal for optimisation
Integrate boundary meter data feed	Provide LoA or arrange CT meter installation
Deliver actual vs shadow comparison reports	Review and validate outcomes

Deliverables:

- Live site energy optimisation against your chosen price source
- Actual vs shadow tariff comparison in Skyprospector

Optional Add-on: £5,000 + VAT for the 4th month. See Pricing section for details.

Pricing

One monthly price, price-matched to working directly with Axle, but includes comprehensive business model consultancy and full platform support

3-MONTH PILOT

£5,000 + VAT/month

Total investment: **£15,000 + VAT**

What's Included

- ✓ Skyprospector financial modelling setup and validation (12-month access with simulation data export)
- ✓ Pilot dashboard with operational status and dispatch history
- ✓ COP11 asset meter accreditation with Elexon
- ✓ Simtricity Flows metering data integration
- ✓ Flux controller integration with Tellus charger API
- ✓ Axle Energy wholesale market integration
- ✓ Shadow billing system for fleet customer demonstration

- ✓ Project management and technical support

Optional

Whole Site Energy Optimisation

£5,000 + VAT (4th month)

Extends the pilot with behind-the-meter optimisation for sites with boundary meter access:

- ✓ Price source selection (supplier tariff, Agile, or NIV)
- ✓ Boundary meter integration for site load visibility
- ✓ Peak shaving and DUoS avoidance
- ✓ Actual vs shadow billing comparison

Requires: Letter of Authority or CT meter for site boundary access. See Workstream 4 for details.

100% Revenue Pass-Through

During the pilot period, Simtricity will pay 100% of Axle flexibility revenues directly to Tellus. This demonstrates the real commercial value of V2G without any revenue share during the validation phase.

Tellus Responsibilities

To enable the pilot, Tellus will provide:

1. Bidirectional charger(s) installed at the pilot site
2. V2G-capable vehicle(s) connected for testing
3. Emlite EMP1.cx meter installed at the pilot site
4. Export MPAN secured for the pilot site
5. HHDC feed from Import MPAN
6. API access credentials for charger integration
7. Letter of Authority for site meter data, or 12 months of electricity bills for financial modelling
8. *(For Workstream 4)* Letter of Authority or CT meter for site boundary access

Payment Terms

Invoicing
Monthly invoicing in advance at the start of each month

Payment Due
Payment due within 14 days of invoice date

After the Pilot

At the end of the pilot, Tellus will have two clear options: continue expanding with Simtricity, or take the proven integration in-house and work directly with Axle.

Contracting

Terms, next steps, and what happens after the pilot

After the Pilot

At the end of the pilot, Tellus will be positioned to choose their preferred path forward:

1 Work Directly with Axle

Take the proven integration and commercial relationships in-house. The pilot will have demonstrated the technical viability and revenue potential, enabling Tellus to negotiate directly with Axle Energy for ongoing market access.

2 Expand with Simtricity

Negotiate long-term terms to roll out across multiple fleet sites. Simtricity provides ongoing platform operation, metering accreditation, and Axle integration as a managed service.

Pilot Terms

Minimum Commitment
3-month initial pilot period at £5,000 + VAT per month

Cancellation
After the initial 3 months, Tellus may cancel with 7 days written notice

Extension
Month-to-month extension available for up to 12 months at the same rate

Long-term Contract
Bespoke terms available by negotiation for multi-site rollouts

Data & Intellectual Property

Platform Software

Simtricity's Flux, Flows, and Skyprospector platforms are released under the AGPL-3.0 open source license. Improvements developed through this project are incorporated into these platforms and remain Simtricity copyright.

Commercial licensing is available for companies wishing to integrate Simtricity's codebase into their platform without AGPL restrictions.

Tellus Charger API Integration License

Simtricity grants Tellus a **perpetual, non-exclusive, royalty-free license** for the Tellus charger API integration code developed through this project. Tellus may repurpose this code into other Tellus software products without AGPL obligations.

Confidentiality

Information shared by Tellus — including technical specifications, API documentation, and business data — is treated as confidential. Simtricity will not disclose Tellus confidential information to third parties.

Data Ownership

All operational data and meter data generated during the pilot remains Tellus property. Simtricity acts as a data processor, not owner. Data is provided to Tellus in standard formats throughout the engagement.

Market Risk & Liability

Simtricity holds all responsibility for market penalties and imbalance exposure associated with Axle dispatch. Neither Tellus nor the site is exposed to market costs from Simtricity's trading activities.

Maximum downside: In the event of poor trading performance, Axle flexibility revenue payments to Tellus would reduce towards £0 for that period — but there is no mechanism by which Tellus would face a net market cost. The site's Import Supplier contract and Tellus's Export Supplier contract remain separate and unaffected.

Payment Terms

Invoicing

Monthly invoicing in advance at the start of each month

Payment Due

Payment due within 14 days of invoice date

About Simtricity

Building software for community-scale energy systems

Company Overview

Simtricity builds software for community-scale energy systems. We provide the metering, billing, and trading infrastructure that enables small energy communities to operate as mini utilities.

What We Do

We work with developers and operators of residential microgrids, community batteries, and distributed energy resources. Our software handles:

- ✓ Smart meter data collection and billing
- ✓ Battery trading and optimisation
- ✓ Regulatory compliance (license-exempt supply)
- ✓ Wholesale market integration

Live Sites

Both sites are fully operational, trading on wholesale markets via Axle Energy every day.

Water Lilies Community Energy

Hazelmead Community Energy

Bristol

33 homes with community battery and solar

- Battery trading via Axle Energy

Bridport

54 homes with community battery and solar

- Battery trading via Axle Energy

Track Record

87	2	P415	Axle
Homes supplied	Live community sites	Elexon accreditation	Live market trading

Our platform has been proven in production environments since 2023, handling real meter data, real billing, and real wholesale market trades every day.

The Simtricity Group

Three companies working together to deliver end-to-end community energy solutions.

C

Cepro
Developer working with housebuilders to create residential microgrids. Brings deep expertise in planning, construction, and grid connection for embedded generation and storage projects.

S

Simtricity
Software platform for metering, billing, and trading. Provides Flux (asset control), Flows (meter data collection), and Skyprospector (financial modelling) to enable participation in wholesale electricity markets.

M

Microgrid Foundry

Operator supporting live micro utilities. Handles day-to-day operations, customer service, and ongoing support for community energy sites using the Simtricity platform.

Contact

Simtricity Ltd

Registered in England and Wales

Website

simtricity.io

Glossary

Technical terms explained in plain English

Metering & Data

MPAN

Meter Point Administration Number - like a phone number for your electricity meter. Every electricity connection in the UK has a unique MPAN that identifies it in the national system.

Export MPAN

A separate meter tracking energy sent back to the grid. When you generate or discharge electricity, this meter records how much you're exporting so you can be paid for it.

HHDC

Half-Hourly Data Collector - a service that reads your meter every 30 minutes. This granular data is essential for participating in wholesale markets where prices change every half hour.

COP11

Code of Practice 11 - the industry standard for asset metering that proves to the market exactly what energy was delivered. Required for receiving payments from wholesale market participation.

Elexon

The body that runs the UK electricity market settlement system. They ensure everyone gets paid correctly for the energy they generate, consume, or trade.

💲 Markets & Trading

Flexibility

The ability to shift when you charge or discharge based on grid needs. By being flexible about timing, you can earn money helping balance electricity supply and demand.

Dispatch

When a market platform (like Axle) sends a signal telling your battery or charger to charge or discharge based on current electricity prices. Automated dispatch maximises revenue.

Wholesale Market

Where electricity is bought and sold in bulk. Prices change every 30 minutes based on supply and demand. By participating, you can buy cheap when there's excess and sell high when there's shortage.

NIV Chase

Net Imbalance Volume Chase - a trading strategy that follows wholesale price movements caused by supply/demand imbalances. The system automatically responds to price spikes to maximise returns.

DUoS

Distribution Use of System charges - fees for using the local electricity grid, especially at peak times. By avoiding peak usage, you can significantly reduce your electricity costs.

Shadow Bill

A comparison showing what you would have paid (or earned) under optimised energy management, even before switching suppliers. Demonstrates the value of smart energy control with real data.

P415

A market mechanism that allows distributed energy assets (like batteries and V2G chargers) to participate in wholesale electricity markets through aggregation.

Technical

V2G

Vehicle-to-Grid - bidirectional charging technology that allows your EV to send power back to the grid when parked. Your car becomes a mobile battery that can earn money by helping balance the electricity system.

Axle Energy

A flexibility platform that connects batteries, EV chargers, and other assets to wholesale electricity markets. Simtricity partners with Axle to enable market participation for community energy sites.

Audit Log

Envelope ID: 6800325

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Operator
markj@eu.telluspowergroup.com

Email verification: Verified
IP: 2.138.139.87
Session ID: 5f26accb97350f1038b20f18ec709e6e
User agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/145.0.0.0 Safari/537.36
Time zone: Europe/Madrid

SIGNATURE

FULL NAME

Mark Julien

TITLE

Director

DATE

08/04/2026

Licensor

contracts@simtricity.com

IP: 92.23.78.118

Session ID: 8c16e17618f9956714bfff3b005ea208

User agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.4 Safari/605.1.15

Time zone: Europe/London

SIGNATURE

FULL NAME

Damon Rand

TITLE

Director

DATE

08/04/2026

Event Log

08 April, 2026 07:59 BST	**Email sent** to markj@eu.telluspowergroup.com
08 April, 2026 08:15 BST	**Email link clicked** by markj@eu.telluspowergroup.com
08 April, 2026 08:15 BST	**Form viewed** by markj@eu.telluspowergroup.com
08 April, 2026 08:20 BST	**Submission started** by markj@eu.telluspowergroup.com
08 April, 2026 08:20 BST	**Submission completed** by markj@eu.telluspowergroup.com

08 April, 2026 08:20 BST	**Email sent** to contracts@simtricity.com
08 April, 2026 08:24 BST	**Form viewed** by contracts@simtricity.com
08 April, 2026 08:25 BST	**Form viewed** by contracts@simtricity.com
08 April, 2026 08:25 BST	**Submission started** by contracts@simtricity.com
08 April, 2026 08:31 BST	**Form viewed** by contracts@simtricity.com
08 April, 2026 08:32 BST	**Submission completed** by contracts@simtricity.com