

STEM GLOBAL INC

WEBSITE LEGAL FRAMEWORK (DETAILED • ENTERPRISE-READY • CONCLUSIVE VERSION)

Company: Stem Global Inc.

Status: Delaware corporation, registered to do business in Michigan

Industry: Technical Services and Manufacturing Services

Jurisdiction: United States (Michigan governing law unless otherwise stated)

Purpose: This document defines the complete, detailed, enterprise-ready legal framework intended for publication on the official Stem Global Inc. website and for incorporation by reference into commercial agreements.

PAGE 1 — WEBSITE TERMS OF USE

1. Acceptance of Terms

By accessing or using this website, you agree to be bound by these Website Terms of Use and all policies incorporated by reference.

2. Permitted Use

The website may be used solely for lawful business purposes. Users shall not misuse the site, attempt unauthorized access, or interfere with site operations.

3. Intellectual Property

All website content, including text, graphics, designs, logos, software, and documentation, is the exclusive property of Stem Global Inc. or its licensors and is protected by applicable intellectual property laws.

4. No Professional Advice

Information provided on the website is for general informational purposes only and does not constitute technical, legal, or professional advice.

5. Disclaimer of Warranties

The website is provided "as is" and "as available," without warranties of any kind, express or implied.

6. Limitation of Liability

To the maximum extent permitted by law, Stem Global Inc. shall not be liable for indirect, incidental, consequential, or punitive damages arising from website use.

7. Governing Law

These Website Terms are governed by the laws of the State of Michigan.

PAGE 2 — MASTER COMMERCIAL TERMS (CUSTOMERS, SUPPLIERS & SUBCONTRACTORS)

1. Applicability and Precedence

These Master Commercial Terms apply to all customers, suppliers, manufacturers, and subcontractors unless superseded by a signed agreement. Order of precedence: (i) Master Agreement; (ii) Statement of Work / Purchase Order; (iii) these Terms.

2. Scope of Services and Manufacturing

Stem Global provides technical services, engineering, consulting, manufacturing, fabrication, assembly, testing, and related services in accordance with agreed specifications.

3. Customer Responsibilities

Customers shall provide accurate requirements, timely approvals, access to facilities, data, and personnel as reasonably required. Stem Global shall not be responsible for delays or defects caused by Customer-provided information, materials, or instructions.

4. Change Management

Any modification to scope, pricing, materials, design, manufacturing process, or schedule requires prior written approval. Changes may impact fees and timelines.

5. Pricing and Payment

All fees are exclusive of taxes unless stated otherwise. Late payments may accrue interest at the maximum rate permitted by law. Stem Global may suspend performance for non-payment.

6. Intellectual Property

Each party retains ownership of its pre-existing intellectual property. Unless otherwise agreed, all work product, designs, and deliverables created by Stem Global are owned by Stem Global, with Customers receiving a limited, non-exclusive, non-transferable license for internal business use.

7. Confidentiality

Each party shall protect the other's confidential information using reasonable care and use such information solely for the business relationship.

8. Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, including labor, safety, environmental, and trade laws.

9. Export Control (ITAR / EAR)

All transactions are subject to U.S. export control laws. Customers and suppliers shall not export, re-export, or release controlled items or technical data without required authorizations.

10. Indemnification by Customer

Customers shall indemnify, defend, and hold harmless Stem Global from claims arising from Customer-provided specifications, misuse of deliverables, violation of law, or combination of deliverables with non-Stem Global products.

11. Limitation of Liability

Except for gross negligence, willful misconduct, breach of confidentiality, or indemnification obligations, Stem Global's total liability shall not exceed fees paid by Customer in the twelve (12) months preceding the claim.

12. Disclaimer of Certain Damages

In no event shall Stem Global be liable for indirect, incidental, consequential, special, or punitive damages, including loss of profits or business interruption.

13. Termination

Stem Global may terminate for convenience upon written notice or immediately for material breach.

PAGE 3 — MANUFACTURING, QUALITY, WARRANTY & PRODUCT RECALL POLICY

MANUFACTURING, QUALITY, WARRANTY & PRODUCT RECALL POLICY

1. Manufacturing Standards

All Products shall be manufactured in strict compliance with specifications, drawings, and applicable quality standards.

2. Quality Management

Suppliers shall maintain a documented quality management system consistent with ISO 9001 or equivalent.

3. Inspection and Acceptance

Stem Global reserves the right to inspect Products at any stage of manufacture or after delivery.

4. Warranty

Products are warranted to be free from defects in materials and workmanship for twelve (12) months from delivery or acceptance.

5. Product Recall & Escalation Workflow

Suppliers must notify Stem Global within twenty-four (24) hours of discovering any safety issue or defect. Suppliers shall cooperate fully in investigation, customer notification, regulatory reporting, corrective action, and recall execution, at Supplier's cost.

6. Tooling Ownership

All tooling paid for by Stem Global remains its exclusive property.

PAGE 4 — DATA PROTECTION & INFORMATION SECURITY POLICY

1. Data Protection Compliance

Stem Global processes personal data in accordance with applicable U.S. privacy laws and, where applicable, the EU General Data Protection Regulation (GDPR).

2. Data Processing Roles

Stem Global acts as a data controller or processor as applicable to the engagement.

3. Security Safeguards (SOC 2-Aligned)

Stem Global maintains administrative, technical, and physical safeguards aligned with SOC 2 Trust Services Criteria, including access controls, encryption, monitoring, incident response, and business continuity planning.

4. Subprocessors

Subprocessors may be engaged subject to confidentiality and security obligations.

5. Data Subject Rights

Where required by law, individuals may exercise access, correction, deletion, and portability rights.

6. Incident Notification

Stem Global will notify affected parties of confirmed data security incidents as required by law.

PAGE 5 — EXPORT COMPLIANCE & CLASSIFICATION POLICY

1. Export Classification

Products, software, and technical data may be classified under the Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR). Classification information will be provided upon request or in applicable agreements.

2. Restricted Parties and Destinations

Users may not engage in transactions involving restricted parties, embargoed countries, or prohibited end uses.

3. Customer and Partner Responsibilities

Customers and partners are responsible for ensuring compliance with export laws applicable to their use of Stem Global offerings.

4. Enforcement

Violations of export control laws may result in termination of access or contractual rights.

PAGE 6 — SALES LEGAL SUMMARY (NON-BINDING OVERVIEW)

Purpose: This page provides a high-level, plain-English summary of key legal principles for sales discussions. This summary is informational only and does not replace the binding legal terms published on this website or contained in signed agreements.

1. What Stem Global Provides

Stem Global Inc. delivers technical services, engineering, and manufacturing solutions under clearly defined scopes, specifications, and quality standards.

2. Ownership & IP

Stem Global retains ownership of its background intellectual property, methods, and processes. Customers receive a limited license to use deliverables solely for their internal business purposes unless otherwise agreed in writing.

3. Customer Responsibilities

Customers are responsible for providing accurate requirements, data, approvals, and lawful use of deliverables. Delays or defects caused by customer inputs are not the responsibility of Stem Global.

4. Quality & Warranty

Manufactured products are warranted to be free from defects in materials and workmanship for a defined period. Remedies are limited to repair, replacement, or refund as outlined in the applicable policy.

5. Security & Data Protection

Stem Global follows industry-standard security practices aligned with SOC 2 principles and complies with applicable U.S. privacy laws and GDPR where required.

6. Export Compliance

All products and services are subject to U.S. export control laws. Customers are responsible for compliance related to their use and distribution.

7. Risk & Liability

Stem Global limits liability to commercially reasonable levels and does not accept responsibility for indirect or consequential damages.

8. Contracting

Final commercial terms are governed by written agreements, statements of work, or purchase orders referencing Stem Global's published legal terms.

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