



ONLINE MASTER SERVICES AGREEMENT

This Online Master Services Agreement (including the Sales Order into which this Online Master Services Agreement is incorporated, the "**Agreement**") is entered into by and between EV Connect, Inc., a California Corporation with offices located at 26521 Rancho Parkway S, Lake Forest, CA 92630, E-Mail: legal@evconnect.com ("**EVC**"), and the subscriber who is agreeing to this Agreement ("**Subscriber**") as of the date it is agreed to by Subscriber ("**Effective Date**").

1. DEFINITIONS.

a. "**Certified EVSE**" means any EVSE that has been approved by EVC for use with the EVC Service. A list of all Certified EVSE is available upon request by Subscriber.

b. "**Confidential Information**" means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is marked as "confidential" or "proprietary" or with a similar designation at the time of the disclosure, or is or should be reasonably understood to be confidential or proprietary to the disclosing party given the nature of the information and the circumstances of the disclosure, including, without limitation, information about the EVC Service, the Documentation, and the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (ii) was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient's tangible (including written or electronic) records; (iii) is received from a third-party that is not under an obligation of confidentiality to the disclosing party with respect to such information; or (iv) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records.

c. "**Documentation**" means such manuals, documentation and any other supporting materials relating to the EVC Service that are provided to Subscriber by EVC in connection with this Agreement.

d. "**Driver**" means any driver who charges an electric vehicle using EVSE that is managed by the EVC Service.

e. "**EVC Service**" has the meaning set forth on Exhibit B.

f. "**EVSE**" means electric vehicle supply equipment used to charge electric vehicles, including Level 2 (AC) and Level 3 (DC) chargers, that is managed by the EVC Service.

g. "**Expenses**" means the out-of-pocket expenses incurred by EVC in connection with its performance of any Related Services.

h. "**Intellectual Property Rights**" means any and all rights existing from time to time under patent, copyright, trademark, trade secret, unfair competition, moral rights, publicity rights, privacy rights laws, and any and all other proprietary rights.

i. "**Legal Requirements**" means all applicable laws, rules, regulations, governmental permits, or other binding determinations of any governmental authorities.

j. "**Mobile App**" means a mobile version of the EVC Service (Apple and Android compatible) that allows Drivers to search for charging stations, charge their vehicles, receive notifications, communicate with customer support, and otherwise operate the EVC Service from their cell phones.

k. "**Related Services**" means any services related to the EVC Service that EVC has agreed to provide to Subscriber in a Statement of Work

l. "**Sales Order**" has the meaning set forth in Section 5(a) of this Agreement.

m. "**SLA**" means the Service Level Agreement(s) set forth on Exhibit A to this Agreement.

n. "**Statement of Work**" means a written statement of work executed by the parties that describes any Related Services to be provided by EVC to Subscriber.

o. "**Subscriber Affiliate**" means any third party that enters into a written agreement with Subscriber permitting such third party to use the EVC Service (including, without limitation, franchisees of Subscriber) for charging electric vehicles or developing applications that are integrated with the EVC Service.

p. **"Updates"** means any modifications, error corrections, bug fixes, new releases, or other updates of or to the EVC Service and/or Documentation that are generally made available by EVC to its customers at no additional charge during the term of this Agreement. Updates do not include any releases, options, or future products that EVC licenses separately.

q. **"Usage Data"** means information about each Subscriber Affiliate's and Driver's use of the EVC Service, but excludes any personally identifiable information of any Subscriber Affiliate or Driver or any other Confidential Information of Subscriber.

2. EVC SERVICE.

a. License to EVC Service. Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, EVC grants to Subscriber a nonexclusive, nontransferable, non-sublicensable limited right and license, during the term of this Agreement, to access and use the EVC Service through a compatible Internet browser or other remote Internet interface approved by EVC for the purpose of configuring and administering Subscriber's network of EVSE; provided, however, that Subscriber's use of the EVC Service in accordance with the licenses above must be exercised solely (a) in accordance with the Documentation; (b) for Subscriber's own internal business use; and (c) subject to the limitations and restrictions set forth in this Agreement (including, without limitation, in Statement of Work No. 1 attached hereto as Exhibit B). For clarity, the licenses above do not include a license with respect to any source code owned by EVC. Subscriber may provide access to the EVC Service through the Mobile App to as many Drivers as it deems appropriate. Each Subscriber Affiliate and Driver will be considered an agent of Subscriber, and not an agent of EVC. EVC makes no representations or warranties for the benefit of any Subscriber Affiliate or Driver. Subscriber will be responsible for (i) ensuring that each Subscriber Affiliate and Driver complies with all of the terms and conditions of this Agreement and (ii) all of the acts and omissions of any Subscriber Affiliate or Driver in connection with this Agreement as if such acts or omissions of the Subscriber Affiliate or Driver, as applicable, were Subscriber's own acts or omissions. Except as set forth in this Section 2(a), no other right or license of any kind is granted by EVC to Subscriber hereunder with respect to the EVC Service. Except as otherwise expressly set forth in this Agreement (including in a Statement of Work), EVC is not obligated to customize or alter the EVC Service for Subscriber.

b. Restrictions.

(1) Subscriber acknowledges that the EVC Service, including, without limitation, the know-how embodied therein, constitute the valuable trade secrets of EVC. Subscriber may not, and may

not allow others, to (a) copy, disassemble, decompile, "unlock," reverse translate, reverse engineer, decode, modify, create derivative works based on, or customize the EVC Service, or any components of the EVC Service; (b) copy, use, or commercially exploit in any way the EVC Service (including the processes, methods and know-how embodied in the EVC Service) or any component of the EVC Service, other than as expressly allowed in this Agreement; (c) distribute, assign, sell, lease, sublicense, grant a security interest in, or otherwise offer the benefits of the EVC Service to any third party, whether such arrangement is in the nature of a service bureau, an outsourcing service, or any other similar service or business; (d) access (or attempt to access) the EVC Service by any means other than through the interface that is provided by EVC to Subscriber; or (e) gain unauthorized access to the EVC Service.

(2) Notwithstanding the foregoing, EVC reserves the right to suspend or permanently terminate any Subscriber Affiliate's or Driver's use of the EVC Service (or any portion thereof) if EVC believes, in its sole discretion, that such use could be harmful to EVC or Subscriber in any way, including, without limitation because such use could create liability for EVC or Subscriber or otherwise negatively impact EVC's or Subscriber's reputation or goodwill.

(3) Subscriber may not use the EVC Service to manage any EVSE that is not Certified EVSE.

c. Service Level Agreement. The maintenance of the EVC Service will be governed by the SLA(s) attached hereto as Exhibit A.

d. Subscriber Responsibilities.

(1) Subscriber agrees that Subscriber's and all Subscriber Affiliates' and Drivers' use of the EVC Service will comply with all Legal Requirements.

(2) Except to the extent otherwise set forth in this Agreement, Subscriber is responsible for providing, at its own expense, all EVSE, other hardware, system software, access devices, networks and telecommunications or other connections required to access the EVC Service.

(3) Subscriber agrees to make available to EVC, at Subscriber's expense, any Subscriber Materials (as defined below) reasonably necessary for EVC to perform any Related Services, including without limitation, any Subscriber Materials specified in a Statement of Work.

(4) If Subscriber moves an EVSE to a new location, Subscriber will update the location of such EVSE within the EVC Service within five (5) days. If Subscriber ceases operating an EVSE, Subscriber will notify EVC in writing within five (5) days.

e. Display of Name/Logo. During and after the Term, EVC may display Subscriber's name and logo on EVC's website and in EVC's sales materials for the sole purpose of identifying Subscriber as an existing or former customer of EVC.

3. STATEMENTS OF WORK AND RELATED SERVICES.

a. Statements of Work. During the term of this Agreement, the parties may, from time to time, execute Statements of Work. The Statement of Work attached hereto as Exhibit B, as well as any future Statements of Work agreed to by the parties, are hereby incorporated into this Agreement.

b. Resources. EVC will provide such resources and utilize such employees and/or subcontractors, as it reasonably deems necessary to perform any Related Services. The manner and means used by EVC to perform any Related Services are in the sole discretion and control of EVC.

4. CONFIDENTIAL INFORMATION; PRESS RELEASE.

a. Confidentiality Obligations. Each party will (i) hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any third party except to its officers, employees, contractors and agents (collectively, "representatives") who have a need to know such Confidential Information in connection with the performance of its obligations under this Agreement, provided that the receiving party's representatives have been informed by the receiving party of the confidential nature of such Confidential Information and have been instructed by such receiving party to keep such Confidential Information confidential in accordance with the terms of this Section 4(a), it being understood that the receiving party will be responsible for any breaches of this Section 4(a) by such representatives, (ii) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care that it uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care, and (iii) use the other party's Confidential Information only in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, the restrictions on Confidential Information contained in this Section 4(a) will not apply to the extent that such disclosure is: (i) approved in writing by the disclosing party, (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding, or (iii) required by law or by the order of a court or a similar judicial or administrative body, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

b. Equitable Relief. The parties acknowledge that (i) the covenants contained in Section 4(a) are reasonable and necessary to protect the legitimate interests of the parties; (ii) the parties would not have entered into this Agreement in the absence of such covenants; and (iii) any violation or threatened violation of such covenants would cause irreparable harm for which monetary damages would not be adequate. Therefore, the parties agree that, in the event of a breach of Section 4(a) by a party, the other party will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law, and the breaching party will reimburse the non-breaching party for the reasonable costs associated with such enforcement (including any attorney's fees).

c. Usage Data. Notwithstanding anything to the contrary contained in this Agreement, Subscriber hereby (i) authorizes EVC to disclose anonymized Usage Data to third party utilities and government authorities to the extent EVC is required to share such Usage Data with such third parties under a written agreement with the applicable third party and (ii) grants to EVC a royalty-free, worldwide, perpetual, non-exclusive right and license to use reproduce, distribute, and make derivative works of the Usage Data.

5. PAYMENT.

a. Fees. Subscriber will pay EVC (i) the fees (collectively, the "**Fees**") set forth in Exhibit B to this Online Master Services Agreement and in the Sales Order into which this Agreement has been incorporated (the "**Sales Order**") and (ii) any Expenses by ACH in U.S. Dollars directly to EVC's bank account. If EVC incurs any fees or expenses resulting from Subscriber's chosen method of payment, Subscriber must reimburse EVC for such fees and expenses. After the Initial Term (as defined in Section 6(a)), each of the Fees will be increased by three percent (3%) in each Renewal Term, on a compounded basis.

b. Invoices and Terms. Subject to any fee payment schedule set forth on the Sales Order or any applicable Statement of Work, at the beginning of each calendar month, EVC will deliver an invoice to Subscriber for the Fees and/or Expenses due to EVC for such calendar month and any prior calendar months. Subscriber will pay each invoice in United States dollars via ACH (initiated by Subscriber) within thirty (30) calendar days of the invoice date or by such other date specified on the applicable Statement of Work. If Subscriber breaches the immediately preceding sentence at any time during the Term, Subscriber hereby authorizes EVC to debit Client's designated bank account (ACH) for any Fees then accrued or thereafter accrued until the expiration or termination of this Agreement, without any further authorization from Subscriber. If Subscriber wishes to alter its designated bank account, Subscriber will immediately provide EVC with the information

regarding the new designated account necessary for EVC to debit such account pursuant to this paragraph. If any Fee or other amount owed is past due, EVC reserves the right to (i) apply a service charge to such overdue balance at the rate of 1.5% per month (but in no event more than the maximum rate allowed by law); and/or (ii) suspend Subscriber's access to the EVC Service.

c. Taxes. Subscriber will also be responsible for payment of all taxes (other than taxes based on EVC's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to EVC under this Agreement, whether collected by taxing authorities pursuant to existing Legal Requirements or Legal Requirements enacted in the future. Subscriber will pay all Fees to EVC free and clear of, and without reduction for, any withholding taxes.

d. Other Payments. To the extent permitted by Legal Requirements, EVC will be entitled to receive any and all credits, benefits, rebates, refunds, and other incentives provided by governmental authorities and/or utilities resulting from Subscriber's, Subscriber Affiliates', and Drivers' use of EVSE.

6. TERM; TERMINATION.

a. Term. The term of this Agreement will commence on the Effective Date and will continue for the period set forth in the Sales Order (the "**Initial Term**"). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, a "**Renewal Term**"; and together with the Initial Term, the "**Term**") unless either party notifies the other party of its intention not to renew this Agreement at least one hundred eighty (180) days before the end of the then-current Renewal Term.

b. Termination. Either party may terminate this Agreement by providing written notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof by the non-breaching party. Upon a termination of this Agreement, all Statements of Work then in effect will automatically terminate as well.

c. Effects. Upon the expiration or termination of this Agreement for any reason: (i) all rights and licenses granted to Subscriber (and Subscriber Affiliates and Drivers) hereunder will immediately terminate; (ii) Subscriber will immediately stop using the EVC Service; and (iii) within thirty (30) days, each party will, at the other party's option, either destroy or permanently erase all copies of the other party's Confidential Information under its control; provided, however, that each party may retain one archival copy the other party's Confidential Information. Upon any termination of this Agreement, Subscriber will still be obligated to pay all Fees and Expenses that have accrued pursuant to this

Agreement prior to the effective date of termination within five (5) days after such date of termination. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve either party of breaches occurring prior to the effective date of such termination. Sections 1, 2(b), 2(e), and 4-11, and any other provisions in the Exhibits to this Agreement that by their nature would reasonably be expected to survive, will survive the expiration or termination of this Agreement.

7. PROPRIETARY RIGHTS.

a. EVC. As between EVC and Subscriber, EVC will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to (i) the EVC Service (including all Documentation) and any Related Services, including, without limitation, all software, technology, information, content, and materials relating thereto; (ii) all Confidential Information of EVC; (iii) any suggestions, recommendations, or other feedback relating to the EVC Service provided by Subscriber or any Subscriber Affiliate or Driver to EVC; and (iv) any modifications, Updates, copies, translations, improvements, derivative works, or adaptations of any of the foregoing, irrespective of who authored, invented, or made same.

b. Subscriber. As between EVC and Subscriber, Subscriber will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to (i) the Usage Data and (ii) all Confidential Information of Subscriber (collectively, the "**Subscriber Materials**"). Subscriber hereby grants EVC a royalty-free, worldwide, non-exclusive right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of the Subscriber Materials, or any portion thereof, solely for the purpose of performing any Related Services.

8. LIMITED WARRANTY.

a. Mutual. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (i) is within its corporate powers, (ii) has been duly authorized by all necessary corporate action on such party's part, and (iii) does not and will not contravene, violate, or constitute a default under, and is not and will not be inconsistent with, any Legal Requirement, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

b. EVC Service. EVC warrants that, when operated in accordance with the Documentation, the EVC Service will substantially conform to the specifications set forth in the Documentation. Notwithstanding the foregoing, EVC's warranty in this paragraph will not apply to the extent that EVC's breach of such warranty arises from (i) any use of the EVC Service not in accordance with the terms of this Agreement or any Legal Requirements; (ii) any use of

the EVC Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the EVC Service by Subscriber or any third party. EVC's sole obligation, and Subscriber's sole remedy, for a breach of the warranty in this paragraph will be, at EVC's option, either to (i) remedy the purported defect within a reasonable time or (ii) terminate this Agreement and refund any Fees that have been prepaid by Subscriber for the EVC Service for any period of time after such termination.

c. Related Services. EVC warrants that it will perform any Related Services that EVC is obligated to provide in a professional and workmanlike manner. EVC's sole obligation, and Subscriber's sole remedy, for a breach of this warranty will be, at EVC's option, either to: (a) re-perform any Related Services that fail to meet the foregoing warranty; or (b) terminate the applicable Statement of Work and refund any Fees that have been paid by Subscriber for any Related Services that fail to meet the foregoing warranty.

d. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8(a), 8(b) and 8(c), THE EVC SERVICE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND EVC EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE EVC SERVICE, ANY RELATED SERVICES, OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. EVC DOES NOT WARRANT THAT THE EVC SERVICE WILL MEET ALL OF SUBSCRIBER'S REQUIREMENTS, THAT ITS ACCESSIBILITY OR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT THE ELECTRICAL, INTERNET, WIRELESS, OR CELLULAR NETWORKS NECESSARY TO OPERATE THE EVC SERVICE WILL BE AVAILABLE, OR THAT THE EVC SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EVC IS NOT LIABLE TO SUBSCRIBER FOR ANY LOSS OR CORRUPTION OF SUBSCRIBER CONTENT ON THE EVC SERVICE. SUBJECT TO ANY EVC OBLIGATIONS IN EXHIBIT A TO THIS AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO INFORMATION STORED IN THE EVC SERVICE IS NOT GUARANTEED, AND SUBSCRIBER AGREES TO EMPLOY APPROPRIATE BACK-UP PROCEDURES FOR DATA STORAGE IN ORDER THAT ANY LOSS OF DATA CAUSED BY THE EVC SERVICE OR ITS UNAVAILABILITY WILL NOT ADVERSELY AFFECT SUBSCRIBER. TO THE EXTENT EVC MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY,

THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

e. Third-Party Data. THE EVC SERVICE MAY CONTAIN DATA FROM THIRD-PARTY PROVIDERS AND/OR WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY EVC. EVC HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, SUCH DATA OR POLICIES, OR PRACTICES OF ANY THIRD-PARTY DATA PROVIDER. SUBSCRIBER EXPRESSLY RELIEVES EVC FROM ANY AND ALL LIABILITY ARISING FROM SUBSCRIBER'S USE OF ANY SUCH THIRD-PARTY DATA.

9. LIMITATION OF LIABILITY. EVC'S AGGREGATE LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO EVC PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM INITIALLY AROSE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, GOODWILL, LOST PROFITS OR LOST DATA, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM SUCH PARTY'S OR THIRD PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S BUSINESS.

10. INDEMNIFICATION.

a. EVC. EVC will, at its sole expense, defend, indemnify, save and hold harmless Subscriber and Subscriber's officers, directors, agents and employees from any and all damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting from third-party claims, demands, suits, or proceedings (collectively, "**Claims**") arising out of or relating to (i) EVC's breach of its representations, warranties, or covenants set forth in this Agreement, (ii) the infringement of any valid United States copyright or trade secret by the EVC Service (which, for clarity, does not include Subscriber Materials), and (iii) EVC's gross negligence or willful misconduct. Notwithstanding the foregoing, EVC's indemnity obligation in this paragraph will not apply to the extent that such obligation arises from (i) any use of the EVC Service not in accordance with the terms of this

Agreement or any Legal Requirements; (ii) any use of the EVC Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the EVC Service by Subscriber or any third party.

b. Subscriber. Subscriber will, at its sole expense, defend, indemnify, save and hold harmless EVC and EVC's officers, directors, agents and employees from any and all Losses resulting from Claims arising out or relating to (i) an alleged breach by Subscriber or any Subscriber Affiliate or Driver of any representation, warranty or covenant of Subscriber in this Agreement; (ii) the Subscriber Materials; (iii) any representations or warranties made by Subscriber to a Subscriber Affiliate, Driver, or other third party concerning any aspect of the EVC Service or Related Services; (iv) acts or omissions of Subscriber, any Subscriber Affiliate, or any Driver in connection with Subscriber's use of the EVC Service; and (v) Subscriber's gross negligence or willful misconduct.

c. Requirements. Any party seeking indemnification under this Agreement will (i) promptly notify the indemnifying party in writing regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such delay); (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at the indemnifying party's expense, to the extent of any out-of-pocket expenses); and (iii) give the indemnifying party full control and sole authority over the defense and settlement of such claim, subject to the indemnified party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

11. INSURANCE. During the Term, EVC will maintain, with reputable insurance companies, the following insurance coverages: (a) workers' compensation insurance as required by Legal Requirements, (b) general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annually, (c) commercial umbrella/excess liability insurance with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 annually, (d) professional liability insurance with a minimum limit of \$1,000,000, and (e) cyber insurance with a minimum limit of \$3,000,000. Upon Subscriber's request, EVC will provide certificates of insurance evidencing the insurance coverages set forth above.

12. MISCELLANEOUS.

a. Arbitration. In the event of any dispute, claim or controversy between the parties arising out of or relating to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the

meaning, interpretation, effect, validity, performance or enforcement of this agreement, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be resolved by and through an arbitration before one (1) arbitrator in Los Angeles, CA, to be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration will be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs of the arbitrator, the arbitration proceeding, any proceeding in court to confirm or to vacate any arbitration award, and each party's reasonable attorneys' fees and costs will be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between or among the parties in such proportion as the arbitrator(s) determine(s) to be equitable and will be awarded as part of the arbitrators' award.

b. Export Restrictions. Subscriber understands and acknowledges that EVC is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, that prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of EVC to provide access to the EVC Service are subject in all respects to such United States laws and regulations as from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, Bureau of Export Administration ("BXA"). Subscriber agrees to comply in all respects with the export and re-export restrictions applicable to the EVC Service and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time.

c. Entire Agreement; Amendments. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter, including, without limitation, any purchase orders or other business forms drafted by Subscriber, whether or not signed by EVC, which are hereby terminated and of no further force or effect. This Agreement may be modified or amended only by a writing signed by an authorized representative of both parties.

d. Waivers. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.

e. Severability. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

f. Assignment. The rights granted and obligations undertaken in this Agreement are personal to Subscriber and Subscriber agrees not to transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by Subscriber will be null and void.

g. Relationship. The relationship of EVC and Subscriber established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the parties or any of its respective agents or employees. Nothing in this Agreement grants to either party the authority to make any promise, warranty, guarantee, or representation that will create any obligation or liability whatsoever, whether express or implied, on behalf of the other.

h. Law; Venue. This Agreement will be governed by and construed in accordance with the

laws of the State of California, without giving effect to any contrary choice of law rules, and applicable United States federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

i. Notices. All notices under this Agreement will be in writing and will be delivered to a party at the physical address or e-mail address specified in the Sales Order, Attn: Chief Legal Officer, by: (1) depositing the notice in the mail, using registered mail, return receipt requested; (2) overnight delivery service; (3) e-mail; or (4) hand delivery to an individual authorized to accept such delivery. The notice will be effective; (i) seven (7) calendar days after deposit in the mail; (ii) the next business day after deposit with an overnight delivery service; (iii) upon receipt by e-mail; or (iv) on the date of hand delivery.

j. Force Majeure. Except for Subscriber's obligations to pay EVC hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control.

k. Construction. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

l. Headings. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

m. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same Agreement. All signed fax copies of the Agreement will be deemed as valid as an original.

EXHIBIT A

SAAS Service Level Agreement

1. DEFINITIONS.

- a. **"Error"** means, with respect to this Exhibit A only, an event that causes interruption to, or a reduction in, the quality of, the Software.
- b. **"EV"** means electric vehicle.
- c. **"EVSE"** means the hardware components (electric vehicle supply equipment) that make up an EV charging station.
- d. **"Host"** means the owner or operator of an EV charging station.
- e. **"Response Time"** means, after EVC receives notice of an Error, the amount of time it takes EVC to provide Subscriber with an update and potential resolution time for such Error.
- f. **"Resolution Time"** means, after EVC receives notice of an Error, the amount of time it takes EVC to resolve such Error, which may include a permanent fix or temporary workaround.
- g. **"Scheduled Downtime"** means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of scheduled system maintenance across the Software (i.e., not Subscriber-specific) for which EVC has provided Subscriber with at least 48 hours prior notice. Notwithstanding the foregoing, Software downtime that occurs any Tuesday between 2:00 a.m. and 4:00 a.m. Pacific Time will qualify as "Scheduled Downtime" without the need for EVC to provide prior notice to Subscriber. EVC will use commercially reasonable efforts to perform Scheduled Downtime from 11:00 p.m.-4:00 a.m. Pacific Time.
- h. **"Severity Levels"** mean the categories of Errors set forth below:

Severity Level	Description of Error
1	The Software is inoperable, unavailable, or inaccessible.
2	The functionality or availability of one or more key features of the Software is either interrupted or materially degraded (e.g., page time-out, sessions freeze-up, etc.)
3	One or more features or components of the Software is not operating in accordance with the Documentation but the matter does not qualify as a Severity Level 2 error
4	The Software remains available and operable although some inconvenience and minor interruption is sufficiently persistent or consistent as to warrant a correction, often through a patch, work-around or bypass until a more permanent or suitable correction can be made.

- i. **"Software"** means the software included within the EVC Service.
- j. **"Unscheduled Downtime"** means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of system maintenance that is not Scheduled Downtime.

2. AVAILABILITY. The Software will be available to Subscriber twenty-four (24) hours a day, seven (7) days a week, 99.9% of the time (the **"Availability Percentage"**), measured on a calendar monthly basis, excluding (a) Scheduled Downtime, (b) up to a total of four (4) hours per month of Unscheduled Downtime, and (c) downtime caused by Subscriber or its agents or by other forces beyond the reasonable control of EVC (including, without limitation, hardware or software failures). Notwithstanding anything to the contrary in this Exhibit C, the unavailability of certain specific features or functions of the Software that are not, in the aggregate, material to the Software as a whole will not constitute unavailability of the Software.

3. RESOLUTION OF ERRORS.

- a. **Categorization of Errors.** The Severity Level of any Error will be determined by EVC in its reasonable discretion.

b. Response & Resolution Times. Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to EVC of any Error so that EVC can take remedial action as soon as possible. EVC will use commercially reasonable efforts to respond to and resolve each Error in accordance with its Severity Level as set forth in the table below:

Severity Level	Response Time	Workaround Time**	Full Resolution Time
1*	2 Hours	4 Hours	24 Hours
2*	3 Hours	8 Hours	72 Hours
3*	1 Business Day	Seven days	Next release of Software
4*	2 Business Days	None	Next release of Software

* Notwithstanding anything to the contrary contained in this Agreement, EVC is not obligated to remedy any Error caused by user error or Subscriber's or any user's failure to access the Software with a compatible system or web browser or any Error caused by the EVSE.

** Subscriber will power cycle the EVSE upon request of EVC. If EVC is unable to fix an Error remotely within the applicable remote workaround time period set forth in the table above, such Error will be referred to the Subscriber's field service team for resolution. If the Error is not covered by a valid warranty, additional service fees may apply to such site visit.

4. TECHNICAL SUPPORT. EVC technical support will be available by phone at (866) 816-7584 or by email at CEX@evconnect.com (email subject to change) based on the schedule below:

Requesting Party	Days	Time	Contact
Subscriber or Subscriber Affiliate	Monday to Friday (excluding EVC corporate holidays)	5:00 AM – 5:00 PM, Pacific Time	EVC Account Director or the EVC support phone number or e-mail address set forth above
Driver	24/7	N/A	EVC support phone number or e-mail address set forth above

[Note: The below EV Shield Service Level Agreement applies only if Subscriber has opted to include the EV Shield service on the applicable Sales Order.]

EV Shield Service Level Agreement

1. DEFINITIONS.

a. **“Connector”** means a connector on any EVSE that allows a Driver to successfully authorize a charging session on the Driver’s EV.

b. **“Error”** means, with respect to this Exhibit only, an event that causes any EVSE to be unable to charge a Driver’s EV.

c. **“EV”** means electric vehicle.

d. **“EVSE Severity Levels”** means the categories of Errors set forth below:

EVSE Severity Level	Description of Error
1	More than 50% of the Connectors at a particular location are failing.
2	50% or less of the Connectors at a particular location are failing.
3	Error that does not significantly impact an EVSE’s functionality.
4	Error that is minor or cosmetic in nature and does not materially impact an EVSE’s functionality.

e. **“Site Visit Time”** means, after EVC determines that an Error cannot be repaired remotely, the amount of time it takes EVC to send a field representative to perform an initial Site Visit.

f. **“Site Visit”** means a visit by a field technician to an EVSE for repairing an Error.

2. MONITORING. EVC will remotely monitor each EVSE for Errors from 5am-5pm Pacific Time. If EVC detects any Errors as a result of such remote monitoring, EVC will promptly notify Subscriber regarding such Error. EVC will attempt to repair such Errors remotely; however, if EVC is unable to repair the Error remotely, EVC will repair such Error in accordance with Section 4 below.

3. RESPONSE TIME. EVC will provide a response to Subscriber within twenty-four (24) hours of the occurrence of an Error.

4. RESOLUTION OF ERRORS.

c. **Categorization of Errors.** The EVSE Severity Level of any Error will be determined by EVC in its reasonable discretion.

d. **Resolution Times.** Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to EVC of any Error so that EVC can take remedial action as soon as possible. Subscriber will power cycle EVSEs upon request of EVC. If an Error cannot be repaired remotely, EVC will send a field service representative to perform a Site Visit and repair or replace any parts necessary to resolve such Error so that the EVSE works in accordance with such EVSE’s published specifications. EVC will use commercially reasonable efforts to perform a Site Visit in accordance with the applicable Severity Level as set forth in the table below:

EVSE Severity Level	Site Visit Time*
1	3 Business Days
2	5 Business Days
3	10 Business Days
4	30 Business Days

* The Site Visit Time may be extended for (a) any failure of Subscriber to provide timely access to the location or timely responses to EVC's requests for information necessary to resolve the Error and (b) the delivery of any parts required to resolve the Error. If the field service representative determines during the initial Site Visit that a return Site Visit is required to resolve the Error, EVC will use commercially reasonable efforts to schedule a return Site Visit within three (3) business days after the initial Site Visit, subject to the availability and delivery of any parts required to resolve the Error. EVC will provide the Subscriber with periodic updates regarding the resolution of an Error.

5. EXCLUSIONS. Notwithstanding anything to the contrary in this EV Shield Service Level Agreement ("**EV Shield SLA**"), EVC's obligations under this EV Shield SLA do not apply to the following types of Errors: (a) Errors caused by the electrical infrastructure, poor cell/wifi quality or strength or poor network connectivity or performance, (b) Errors that can be fixed by manually power cycling the EVSE, (c) Errors caused by the improper installation of an EVSE by Subscriber or a third-party, (d) Errors caused by vandalism, misuse, or abuse of the EVSE, (e) Errors relating to damage to a Connector (e.g., caused by a Driver running over the Connector), (f) cosmetic damage to an EVSE, (g) normal wear and tear to EVSE (e.g., fading of colors), (h) Errors caused by the negligence of Subscriber or a Driver (e.g., striking the EVSE with a vehicle), (i) Errors caused by the modification or relocation of an EVSE other than by EVC, (j) Errors caused by the use of the EVSE with software or parts that are not supplied by EVC, and (k) Errors caused by extreme power surges, extreme electromagnetic fields, or any other acts of nature (collectively, "**Excluded Errors**").

6. CHARGES FOR EXCLUDED ERRORS. If (a) Subscriber requests that EVC repair an Excluded Error, (b) EVC agrees to repair such Excluded Error, and (c) Subscriber agrees to EVC's cost estimate for repairing such Excluded Error, Subscriber will be responsible for paying for such services and parts immediately after the repair is completed. If, during an initial Site Visit, it is determined that the Error is an Excluded Error, Subscriber will pay for any service and parts provided during such Site Visit immediately after the Site Visit.

[Note: The below Statement of Work applies only if Subscriber is subscribing to EVC's EV Connect Network product.]

EXHIBIT B

Statement of Work No. 1 – EV Connect Network

This Statement of Work No. 1 ("**SOW**") is at all times subject to the terms and conditions set forth in the main body of the Agreement in which it is incorporated. Any capitalized term used, but not defined, in this SOW will have the meaning given to that term in the main body of the Agreement.

1. Definitions.

- a. "**Charging Session**" means a Driver's use of an EVSE to charge such Driver's electric vehicle.
- b. "**Driver Transaction Fee**" means a fee equal to 4% of the applicable Session Fee for a Charging Session plus \$0.25 per Charging Session.
- c. "**EVC Service**" means, collectively, (i) the object code versions of EVC's web-based software that manages the networks to which EVSEs are connected and includes the following functionality and services: dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPI integrations, and compatibility with virtually any OCPP1.6 (or the most up-to-date version or standard) JSON-enabled hardware, (ii) the Mobile App; (iii) the Documentation; and (iv) Updates to any of the foregoing.
- d. "**Regulatory Charges**" means any and all charges or fees imposed by applicable state and federal regulatory authorities with respect to a Charging Session or the use of EVSE.
- e. "**Session Fees**" means any all fees collected by EVC for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
- f. "**Taxes**" means sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

2. Territory. Subscriber may implement the EVC Service only with respect to EVSE located in the United States.

3. Trademarks. Subscriber agrees not to remove, conceal, or modify any EVC trademarks, service marks, logos or any other markings or labels displayed on EVSE (or peripheral equipment thereto) that is sold or otherwise provided to Subscriber by EVC.

4. Related Services.

- a. **Setup and Configuration Services.** EVC will provide the following services to Subscriber: (i) help Subscriber set up and configure the EVC Service according to EVC's standard specifications and (ii) provide Subscriber with up to two (2) hours of product and functionality training during setup of the EVC Service.
- b. **Additional Services.** Any services requested by Subscriber that are outside the scope of this SOW (including, without limitation, training services that exceed the time limitations set forth in this SOW) will be considered "**Additional Services**". Subscriber will pay hourly rates for such Additional Services (or enter into a separate Statement of Work with EVC for Additional Services prior to the provision of such Additional Services).

5. Compensation.

- a. **Session Fees.** Subscriber will have the sole authority to determine and set the Session Fees for each Charging Session, and such Session Fees will always include all applicable Taxes and Regulatory Charges. EVC will collect all Session Fees. EVC will remit such Session Fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected by EVC, after deducting any applicable Taxes and Regulatory Charges. Subscriber is responsible for the payment of all Taxes and Regulatory Charges; provided, however, that EVC will be responsible, on behalf of Subscriber, for the collection and remittance of all Taxes and Regulatory Charges to the appropriate taxing or regulatory authorities, when/if such Taxes and/or Regulatory Charges are imposed.

b. Driver Transaction Fee. EVC will also charge and collect, for its own account, the Driver Transaction Fee with respect to each Charging Session.

c. Other Fees. All other Fees payable to EVC will be set forth on the applicable Sales Order (which Fees will begin to accrue on the Effective Date of this Agreement).

d. Expenses. All Expenses will require Subscriber's prior written approval. Subscriber will reimburse EVC for all Expenses on a monthly basis. EVC will provide Subscriber with supporting documentation for Expenses upon request.

[Note: The below Statement of Work applies only if Subscriber is subscribing to EVC's EV CaaS product.]

EXHIBIT B

Statement of Work No. 1 – EV CaaS

This Statement of Work No. 1 ("**SOW**") is at all times subject to the terms and conditions set forth in the main body of the Agreement in which it is incorporated. Any capitalized term used, but not defined, in this SOW will have the meaning given to that term in the main body of the Agreement.

1. Definitions.

- a. "**Charging Session**" means a Driver's use of an EVSE to charge such Driver's electric vehicle.
- b. "**EVC Service**" means, collectively, (i) the object code versions of Licensor's web-based software that manages the networks to which EVSEs are connected and includes the following functionality and services: dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPP integrations, and compatibility with virtually any OCPP1.6 (or the most up-to-date version or standard) JSON-enabled hardware, (ii) the Fleet Module (if Subscriber has agreed to pay for the use of such Fleet Module in the compensation table set forth in Section 5(b) below), (iii) the Mobile App; (iv) the Documentation; and (v) Updates to any of the foregoing.
- c. "**Regulatory Charges**" means any and all charges or fees imposed by applicable state and federal regulatory authorities with respect to a Charging Session or the use of EVSE.
- d. "**Session Fees**" means any all fees collected by EVC for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
- e. "**Taxes**" means sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

2. **Term; Termination.** Notwithstanding Section 6(a) of the main body of the Agreement, the term of this SOW (and the entire Agreement to which this SOW is attached) will commence on the Effective Date and will continue for a period of five (5) years (the "**Initial SOW Term**"). This SOW (and the entire Agreement to which this SOW is attached) will automatically renew for successive five (5) year periods (each, an "**SOW Renewal Term**"; and together with the Initial SOW Term, the "**SOW Term**") unless either party notifies the other party of its intention not to renew this Agreement at least sixty (60) days before the end of the Initial SOW Term or the then-current SOW Renewal Term, as applicable. Upon the expiration or termination of the Agreement for any reason, EVC may remove all Subscribed EVSE (as defined below) from the Subscriber's premises.

3. **Territory.** Subscriber may implement the EVC Service only with respect to EVSE located in the United States.

4. **Trademarks.** Subscriber agrees not to remove, conceal, or modify any EVC or third-party trademarks, service marks, logos or any other markings or labels displayed on EVSE (or peripheral equipment thereto) that is sold or otherwise provided to Subscriber by EVC.

5. EVSE.

(a) **Subscription; Subscription Fees.** EVC agrees to provide the EVSE described in an applicable Sales Order ("**Subscribed EVSE**") to Subscriber for Subscriber's use during the SOW Term. Subscriber agrees to locate such Subscribed EVSE and pay the "**EV CaaS Subscription Fees**" for such Subscribed EVSE as set forth in the Sales Order (and/or the Quote attached to such Sales Order).

The EV CaaS Subscription Fee is a monthly fee charged per Subscribed EVSE charging connector and payable by Subscriber in advance of the calendar month to which it applies. If a Subscribed EVSE has two or more charging connectors, Subscriber will pay the EV CaaS Subscription Fee for each connector.

(b) **Ownership; Encumbrance; Replacement.** As between EVC and Subscriber, EVC will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to all EVSE. Subscriber acknowledges that the Subscribed EVSE may be owned by a third-party ("**Third-Party Owner**"). Subscriber understands and acknowledges that any Third-Party Owner will have no obligations to undertake any of the services described in this SOW, and Subscriber will look solely to EVC in connection therewith. Subscriber will not create,

incur, permit, or allow to exist any lien, mortgage, pledge, security interest, encumbrance, or other claim of any nature on or with respect to any EVSE or any interest therein, and Subscriber will immediately notify EVC if any of the foregoing occurs or Subscriber has reason to believe will occur. EVC may make such filings under the Uniform Commercial Code with respect to EVSE as it deems necessary in its sole discretion. EVC and any Third-Party Owner may, at any time, replace installed Subscribed EVSEs with substantially similar EVSEs by providing Subscriber with at least thirty (30) days prior written notice of such intention.

(c) **Maintenance.** EVC will maintain and repair all Subscribed EVSE in accordance with the EV Shield Service Level Agreement attached as Exhibit A to the Agreement.

(d) **Representations, Warranties, and Covenants.** Subscriber will use all Subscribed EVSE in compliance with this Agreement, Legal Requirements, and any published policies of the applicable EVSE manufacturer, and EVC may suspend or permanently terminate any use of Subscribed EVSE in violation of this sentence. Subscriber will permit EVC (or its contractors) or any applicable Third-Party Owner to enter Subscriber's premises, and otherwise cooperate with EVC (or such contractors) or any applicable Third-Party Owner, in connection with the removal of EVSE from Subscriber's premises in accordance with this SOW. Subscriber will not remove or relocate any EVSE from the premises on which it was originally installed without EVC's prior written consent. If EVC agrees to permit Subscriber to relocate any EVSE, Subscriber will pay for all relocation costs. Subscriber represents and warrants that it has the authority to (a) permit access to and alteration of its premises in connection with the installation, maintenance, and removal of EVSEs and (b) utilize, without restriction, the electricity connected to the Subscribed EVSEs. Subscriber will bear the risk of loss regarding EVSE, including theft or destruction, while the EVSE is within Subscriber's or any Subscriber Affiliate's possession or control.

(e) **Insurance.** During the SOW Term, Subscriber will maintain, at Subscriber's expense, a commercial general liability insurance policy ("**CGL Policy**"). The CGL Policy will (i) be provided by an insurance company licensed to do business in the United States with a minimum A.M. Best rating of A and Financial Size Category X or greater and (ii) provide for minimum limits per occurrence of \$1,000,000 and in the aggregate \$2,000,000 for bodily injury and death and \$1,000,000 for property damage. Subscriber agrees to name and cover EVC as an additional insured under such CGL Policy. On or before the Effective Date, Subscriber will deliver to EVC a certificate of insurance evidencing such CGL Policy. Such CGL Policy will be primary over any and all other collectible insurance. Such CGL Policy will provide that coverage will not be terminated or changed without at least 30 days prior written notice to EVC. Subscriber will cause a copy of all CGL Policy renewals to be provided to EVC within thirty (30) days after the effectiveness of such renewal.

6. Related Services. EVC will provide the following services to Subscriber: (i) assessment of the site where EVSE will be installed, (ii) site preparation/make ready infrastructure to ensure that the electric infrastructure necessary for EVSE installation is in place (provided Subscriber has agreed to pay a separate fee for such service in the compensation table set forth in Section 7(b) below), (iii) procurement of the EVSE, (iv) installation and commissioning of EVSE (including the integration of EVSE with the EVC Service), (v) helping Subscriber set up and configure the EVC Service according to EVC's standard specifications, (vi) provide Subscriber with up to ten (10) hours of product and functionality training with respect to the EVC Service during setup, and (vii) removal of EVSE from the site in accordance with this SOW.

7. Other Compensation.

a. **Session Fees.** Subscriber will have the sole authority to determine and set the Session Fees for each Charging Session, and such Session Fees will always include all applicable Taxes and Regulatory Charges. EVC will collect all Session Fees. EVC will remit such Session Fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected by EVC, after deducting the applicable "Driver Transaction Fees" (as described in Section 7(b) below) and any applicable Taxes and Regulatory Charges. Subscriber is responsible for the payment of all Taxes and Regulatory Charges; provided, however, that EVC will be responsible, on behalf of Subscriber, for the collection and remittance of all Taxes and Regulatory Charges to the appropriate taxing or regulatory authorities, when/if such Taxes and/or Regulatory Charges are imposed.

b. **Other Fees.** Subscriber will pay EVC a "**Driver Transaction Fee**" equal to 4% of each total Session Fee plus \$0.25 per Charging Session. EVC may retain such Driver Transaction Fee from each Charging Session. Subscriber will also pay EVC any other Fees described in any applicable Sales Order. After the Initial SOW Term, each of the Fees described in this paragraph will be increased by three percent (3%) in each Renewal SOW Term, on a compounded basis.

c. Credits. As between EVC and Subscriber, EVC will be entitled to any and all grants, credits, rebates, refunds, or other intangible benefits or incentives resulting from Subscriber's installation or operation of any EVSEs or the EVC Service (collectively, "**Credits**").

d. Expenses. All Expenses will require Subscriber's prior written approval. Subscriber will reimburse EVC for all Expenses on a monthly basis. EVC will provide Subscriber with supporting documentation for Expenses upon request.

Failure to Pay. If Subscriber fails to pay any of the Fees set forth in this Exhibit B in accordance with this Exhibit B, EVC may suspend Subscriber's use of the EVC Service until all delinquent Fees have been paid in full by Subscriber. If Subscriber fully cures such delinquency and wishes to reactivate the EVC Service, Subscriber will pay EVC \$250 to reactivate the EVC Service. If Subscriber fails to pay any EV CaaS Subscription Fee within sixty (60) days after it becomes due, EVC may remove the applicable Subscribed EVSE from the Subscriber's premises.