



**CHARGING AS A SERVICE -- ORDER**  
 (full Agreement continues on page 3)

Parties, Property, and Contact / Notice Information		
	Notice or Business Contact	Service or Support Contact
<b>Customer</b>		
[Name]	[Name] [Email] [Phone]	[Name] [Email] [Phone]
<b>Property</b>		
[Address]	[Contact Info if other than above]	[Contact Info if other than above]
<b>VoltiE</b>		
VoltiE Group Inc. 3451 Executive Way Miramar, FL 33025	Jakub Fejfar jakub@voltiegroup.com (786) 683-7563	Andy Kinard andyk@voltiegroup.com (561) 715-7834

Equipment and Scope of Work (if applicable)			
Charging Level	Make & Model Number	Quantity	Notes / Comments
<b>Any Add-On Upgrades</b>			
<b>Any RFID Cards</b>			
<b>Installation Schedule</b>	All “make-ready” site preparation, including wiring, concrete pedestals, breakers, junction boxes, and stub out work, shall be performed by Customer within sixty (60) days after Agreement execution; VoltiE installation to within sixty (60) days thereafter.		

	Services & Subscriptions			
Service Description	Plan	Level 2 Ports	DCFC Ports	Subscription Initial Term
Network Services	VoltiE Software	[ ]	[ ]	12 months
LTE Data Plan	JuiceRouter	[ ]	[ ]	12 months
<b>Renewal Terms</b>	Automatic renewals			

## CHARGING AS A SERVICE ORDER (continued)

Fee Schedule	
<b><u>Equipment and Usage Fees (if applicable)</u></b>	
Installation Cost (to be recouped by VoltiE via metered revenue sharing)	\$[ ] [N/A]
Minimum Metered Rate Per Kilowatt Hour	\$[ ]
Revenue Split of Metered Rate (after VoltiE's recoupment of installation cost)	VoltiE [ ] % / Customer [ ] %
RFID Cards (if any) x [ ]	\$[ ]
<b><u>Charging Network Services Fees</u></b>	
Annual Network Cost @ \$300/port x [ ]   @ \$600/port x [ ]	\$[ ]; annual increases of 3%
Annual LTE Data Plan (if JuiceRouter) x [ ]	\$[ ]; annual increases of 3%
<b><i>TOTAL</i></b> (*Tax/Shipping to be calculated on Invoice*)	\$[ ]

**WHEREAS**, the Parties identified above hereby execute this Order and the following Agreement (of which the Order forms a part) as of the Effective Date indicated below.

Effective Date: _____	
<b>CUSTOMER:</b>  By: _____ Name: _____ Title: _____	<b>VOLTIE:</b>  Voltie Group, Inc.  By: _____ Name: _____ Title: _____

### Property Owner or Lessor/Lessee Acceptance and Agreement (if applicable):

By adding our signature below, we accept all of the terms of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Customer to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or lease interest on the Property:

By:

Name:

Title:

Date:

*[Remainder of Agreement Follows on Next Page]*

**THIS CHARGING AS A SERVICE AGREEMENT** (including the Order, the Schedules, the Privacy Policy, the Terms of Use, any addendums and any other applicable company policies referenced herein and therein, as in effect from time to time, this “*Agreement*”), is made as of the date indicated on the Order (as adjusted for certain purposes pursuant to Section 12.1, the “*Effective Date*”), by and between VoltiE Group, Inc., a Florida corporation (“*VoltiE*”) and the customer (“*Customer*”) indicated on the order summary constituting the first two (2) pages of this Agreement (the “*Order*”). This Agreement relates to (i) if indicated on the Order, the provision by VoltiE to customer of the specified electric vehicle charging equipment and (ii) a license to use VoltiE’s integrated charging network services, all as more particularly described herein.

**1. Definitions.** When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

“*Access Credentials*” means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use Charging Network Services.

“*Action*” has the meaning set forth in Section 15.1.

“*Agreement*” has the meaning set forth in the preamble.

“*Authorized User*” means individuals authorized by or on behalf of Customer to use the Services, including, without limitation, Customer’s employees or agents, and clients of Customer who are referred (via hyperlink, API connection, or otherwise) to the Services described in the Order.

“*Certificate of Acceptance*,” if applicable, means the certificate of acceptance of any Equipment indicated in the Order substantially in the form of Schedule C, which will indicate the adjusted Effective Date.

“*Charging Network Services*” means the VoltiE web-based software-as-a-service platform designed to provide operators and managers with visibility and control of their Electric vehicle charging network, and other related software application or applications (including any related third party or other software), and all new versions, updates, revisions, improvements, customizations (including, without limitation, in connection with this Agreement for or on behalf of Customer) and modifications of the foregoing, to which VoltiE provides remote access and use as part of the Services.

“*Confidential Information*” means, as set forth in Section 10.1 and including, without limitation, the Services, the VoltiE Materials and the terms and conditions of this Agreement.

“*Customer*” has the meaning set forth in the preamble.

“*Customer Data*” means, other than Resultant Data, information, data and other content, in any form or medium, specific to Customer that can be viewed on the VoltiE “dashboard” provided by the Charging Network Services or is otherwise collected, downloaded or otherwise received, directly or indirectly, by Customer or any Authorized User by or through the Charging Network Services.

“*Customer Failure*” has the meaning set forth in Section 5.2.

“*Customer Systems*,” if applicable and necessary for Customer’s Authorized Users to access the Charging Network Services, means

Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third party services.

“*Data Privacy Law*” means Law regarding consumer data privacy rights.

“*Designated Areas*” means the specific areas on the Property where the EV Charger(s) are (or are to be) located.

“*Disclosing Party*” has the meaning set forth in Section 10.1.

“*Documentation*” means the documentation for the Charging Network Services and other Services such as any manuals, instructions or other documents or materials that VoltiE provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Charging Network Services or VoltiE Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

“*Driver*” means any Person who from time to time utilizes the Equipment to charge electric vehicles.

“*Effective Date*” has the meaning set forth in the preamble.

“*Equipment*” means the EV Chargers and any other equipment being purchased by Customer as indicated in the Order.

“*Error*” means a material and continuing failure of the Services to function in conformity with the Specifications.

“*EV Charger(s)*” means the electric vehicle supply equipment to be made available by Customer for Drivers’ use to charge electric vehicles, including the hardware (excluding any Tesla adaptor), firmware, software, and electronic systems that are integral to such equipment, which equipment is (or is to be) connected at the Designated Areas in a Make Ready Condition and that is/are compatible with the Charging Network Services that Customer will use to manage such equipment. “EV Chargers” may refer to either VoltiE-provided equipment or equipment provided by Customer that is made compatible with the Charging Network Services.

“*Firmware*” means the microcode or program that is embedded in the EV Chargers or other Equipment via memory chip, graphic card, or similar electronic device to help control certain fundamental functions of the EV Chargers or other Equipment.

“*Force Majeure Event*” has the meaning set forth in Section 17.1.

“*Harmful Code*” has the meaning set forth in Section 4.3(f).

“*Indemnitee*” has the meaning set forth in Section 15.3.

**“Indemnitor”** has the meaning set forth in Section 15.3.

**“Initial Term”** has the meaning set forth in Section 12.1.

**“Installation Date,”** if applicable, means the date indicated on the Certificate of Acceptance as commencing the adjusted Initial Term.

**“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence, under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws or practice, and all similar or equivalent rights or forms of protection, in any part of the world.

**“kWh”** means kilowatt hour.

**“Law”** means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, regulatory agency or arbitrator, mediator, court or tribunal of competent jurisdiction.

**“Losses”** has the meaning set forth in Section 15.1.

**“Mobile Application”** means the VoltiE mobile application software-as-a-service designed to be used by Drivers for the purpose of locating and utilizing VoltiE-compliant charging stations and any other related software application or applications (including any related third party or other software), allowing them to, and all new versions, updates, revisions, improvements, customizations (including, without limitation, in connection with this Agreement for or on behalf of Customer) and modifications of the foregoing, to which VoltiE provides remote access and use as part of the Services.

**“Order”** has the meaning set forth in the preamble.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

**“Privacy Policy”** means VoltiE’s and its affiliates’ data privacy policies, as posted on a Website and as may be amended by from time to time.

**“Process”** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. “Processing” and “Processed” have correlative meanings.

**“Property”** means the real property indicated on the Order containing the Designated Areas where the EV Chargers and any other Equipment are to be installed.

**“Ready Condition,”** if applicable, means the Customer’s performance of the pre-installation electrical and other preparatory site work described in Schedule A.

**“Receiving Party”** has the meaning set forth in Section 9.1.

**“Renewal Term”** has the meaning set forth in Section 10.2.

**“Representatives”** means, with respect to a Person, that Person’s affiliates and their affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sub-licensees, subcontractors and legal, tax, financial and other advisors.

**“Resultant Data”** means information, data and other content that is derived by or through the Services from Processing or aggregating Customer Data or data obtained from the use of the Services and/or Equipment by Drivers.

**“RFID Cards”** mean radio frequency identification cards that may be loaded with a monthly stored value or a predetermined amount of charging time, and are intended to enable drivers to initiate charging sessions without incurring charges other than those that may have been incurred in purchasing the card.

**“Scheduled Downtime”** has the meaning set forth in Section 6.2.

**“Services”** means the Charging Network Services, the Mobile Application, and any other services provided by VoltiE or its Representatives to Customer in connection with this Agreement, including any supplemental time and materials contracts and any installation, configuration, integration, customization, training, technical support, and payment processing services, as may be specified in the Order or by addendum.

**“Specifications”** means VoltiE’s current published product release definitions.

**“Subcontractor”** has the meaning set forth in Section 3.5.

**“Term”** has the meaning set forth in Section 12.2.

**“Terms of Use”** means VoltiE’s terms of use for the Charging Network Services and/or the Mobile Application, as posted and as may be amended on a Website from time to time.

**“Third Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to VoltiE.

**“Third Party Services”** has the meaning set forth in Section 18.16.

**“VoltiE”** has the meaning set forth in the preamble.

**“VoltiE Disabling Device”** means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by VoltiE or its designee to disable any Person’s (including, without limitation, Customer’s or any Authorized User’s) access to or use of the Services automatically with the passage of time or under the positive control of VoltiE or its designee.

**“VoltiE Indemnitee”** has the meaning set forth in Section 15.2.

**“VoltiE Materials”** means the Charging Network Services, the Mobile Application, Documentation, Specifications and VoltiE Systems and any and all other information, data, documents, materials, works and other content, devices, methods, Processes,

hardware, software and other technologies and inventions, including any Customer and other customizations, developments, deliverables, technical or functional descriptions, requirements, plans or reports, that are provided, developed or used by VoltiE or any of its Representatives in connection with the Services or otherwise comprise or relate to the Services or VoltiE Systems. For the avoidance of doubt, VoltiE Materials include Resultant Data and any information, data or other content derived from VoltiE's monitoring of Customer's access to or use of the Services.

**"VoltiE Systems"** means the information technology infrastructure used by or on behalf of VoltiE in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by VoltiE or through the use of third party services.

**"Website"** means <https://powerup.voltie.us> and VoltiE's or its Representative's other websites from time to time (including all data and information services owned or operated by, on behalf of or through VoltiE or its Representatives).

## **2. VoltiE-Provided Equipment Installation (If Applicable).**

The following applies if the Order includes EV Chargers or other Equipment, the terms of which installation costs are set forth in Schedule A.

**2.1 Customer to Make Ready and Obtain Site Permits.** Customer shall put the Designated Areas into Ready Condition by installing at the desired location on the Property the wiring, electrical panels, breakers, and conduits described in Schedule A. Customer shall use licensed professional services, and to obtain all necessary permits, to put the Designated Areas into Ready Condition within the period indicated on the Order. Customer shall send photos of such completed work to VoltiE for its confirmation and approval that the location seems sufficiently prepared for EV Charger installation.

**2.2 Installation of EV Charger(s).** Following VoltiE's confirmation that the Customer photos sent pursuant to Schedule A indicate that the Designated Areas are likely in Ready Condition, then either:

(a) Unless Customer desires to arrange for the installation of EV Chargers and any other Equipment pursuant to Section 2.2(b), VoltiE shall be responsible for installing the Equipment and making the connections to the wiring earlier installed by Customer within the period following the Ready Condition confirmation that is indicated on the Order; or

(b) If Customer desires to arrange for the installation of EV Chargers or any other Equipment, Customer shall be responsible for arranging for the installation and initial operation of the Equipment and for paying all of the costs thereof. At Customer's request, VoltiE may refer Customer to one or more VoltiE-approved installers of Equipment, *provided* that, pursuant to Section 18.16, in providing such information VoltiE makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. ***The use of any installer not approved by VoltiE may void the Equipment***

**warranty.**

**2.3 Customer Responsible for Applicable Permits.** Customer shall be solely responsible for any necessary licenses, permits, or other filings or registrations in connection with the license or use of Equipment or the Services. VoltiE shall reasonably cooperate with Customer in providing Equipment-specific information for such permits.

**2.4 Certificate of Acceptance.** When the Customer's Designated Areas are in Ready Condition and the installation of the EV Chargers and other Equipment are both complete, the parties will execute a Certificate of Acceptance substantially in the form of Schedule C. The execution date indicated on the Certificate of Acceptance shall effectively adjust the Execution Date of this Agreement for purposes of calculating the adjusted Term of this Agreement.

## **3. Equipment and Services.**

**3.1 VoltiE-Provided Equipment (if Applicable).** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, if the Order includes EV Chargers or other Equipment, VoltiE shall, unless otherwise agreed, (a) within the period indicated on the Order (after Customer has completed putting the Designated Areas in Ready Condition), install for Customer in the Designated Areas the EV Chargers and any other Equipment indicated in the Order and (b) during the Term and subject to the terms of this Agreement, VoltiE shall use commercially reasonable efforts to provide to Customer and its Authorized Users the continued functionality of the EV Chargers and any other Equipment.

**3.2 Charging Network Services.** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term VoltiE shall use commercially reasonable efforts to provide to Customer and its Authorized Users the Services in accordance with the terms and conditions hereof, including to host, manage, operate and maintain the Charging Network Services for remote electronic access and use by Customer and its Authorized Users on an ongoing basis, except for:

- (a) Scheduled Downtime in accordance with Section 5.2;
- (b) Service downtime or degradation due to a Force Majeure Event;
- (c) Any other circumstances beyond VoltiE's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Equipment (including by Drivers), misuse of the Charging Network Services, or use of additional Services other than in compliance with the related Documentation or the express terms of this Agreement; and

(d) Any suspension or termination of Customer's or any Authorized Users' access to or use of the Charging Network Services as a result of a Customer Failure or as otherwise permitted by this Agreement.

## **3.3 Certain Aspects of the Services.**

(a) ***Metered Per kWh Rates; Potential Revenue Sharing.*** For Customer's informational purposes, the EV Chargers and other

Equipment will be configured in such a way that an individual Driver will pay the metered rate per kWh set by Customer via the Charging Network Services (which rate shall be at least the minimum metered rate per kWh indicated on the Order, plus the session activation fee and the VoltiE fee (each described below) that will be retained by VoltiE. Such charging session fees paid by Drivers, after being adjusted pursuant to Section 9.1(a) for chargebacks, transaction fees, Customer taxes, and the like, and subject also to the prior recoupment by VoltiE of any Equipment installation costs (if applicable) that may be indicated on the Order will form the basis of any revenue sharing arrangement between VoltiE and Customer to be implemented pursuant to Section 9.1 if indicated on the Order.

(i) *Higher Metered Rates Permissible.* The Customer may, at its option and as it indicates via its management of the Charging Network Services for its Equipment, charge Drivers a metered rate per kWh higher than the minimum rate indicated on the Order, but shall inform VoltiE of the rate being used from time to time so that driver usage rates are accurately recorded. Any revenue sharing arrangement between VoltiE and Customer that may be indicated on the Order and implemented pursuant to Section 9.2 shall be calculated based on the actual metered rate per kWh (so long as it exceeds the minimum rate indicated in the Order) chosen by Customer, which may vary from time to time at Customer's discretion.

(b) *Session Activation Fees.*

(i) The EV Chargers and other Equipment will be configured in such a way that an individual vehicle driver shall pay a session activation fee (currently \$1.00) in addition to the metered per-kilowatt-hour charge described in Section 3.3(a) and the VoltiE fee described in Section 3.3(d). VoltiE shall retain this session activation fee, which may vary from time to time at VoltiE's discretion, and such fee will not be the subject of any revenue-sharing arrangement.

(ii) The EV Chargers and other Equipment will be configured in such a way that an individual electric vehicle driver will pay a surcharge fee (expected to be 8.0%, but as may be modified from time to time) on the total Driver charge that is based on the total actual kWh used by the Driver, calculated using the actual metered rate then in effect. VoltiE shall retain this fee, which will not be the subject of any revenue-sharing arrangement.

(c) *RFID Cards with Stored Value.* If so described in the Order, VoltiE will provide RFID Cards to Customer for its possible distribution to one or more Drivers, with the specific amount or time allowance for free charging on the RFID Cards to be, if applicable, indicated in the Order. The several fees described in this Section 3 will be charged against an RFID Card with sufficient remaining value. If the driver exceeds the monthly charging time or stored value allocation on an RFID Card, additional sessions using the exhausted RFID card will then be denied and the Driver charges will be reflected in the VoltiE Systems as would be customary.

**3.4 Service and Systems Control; Rebates and Credits.** Except as otherwise expressly provided in this Agreement, as between the parties:

(a) *VoltiE Controls System Functionality.* Except as may be otherwise agreed by VoltiE and Customer and except for the physical maintenance of the Equipment described in Section 3.4(b) and the other terms and conditions of this Agreement, VoltiE has and will retain sole control over the operation and management of the Equipment, the Services, the VoltiE Materials, and other VoltiE Systems, including the: (i) performance of upgrades, corrections and repairs to the EV Chargers and other Equipment, including the right to make firmware changes in the EV Chargers, and (ii) selection, deployment, modification and replacement of the Charging Network Service and other Services. Should the Equipment become unavailable to the public for charging for a period of three (3) business days or longer and Customer does not provide notice to VoltiE that it is arranging for the Equipment issues to be rectified, Customer grants VoltiE a limited license for VoltiE, its employees, agents, and vendors to enter upon the Property at any time (and to the extent possible, with 24-hour notice to Customer), for the specific purposes of inspecting, servicing, and maintaining the Equipment. Customer shall not interfere with VoltiE's services, maintenance, or data collection from the Equipment

(b) *Customer Controls Physical Access.* Subject to Section 3.11, Customer has and will retain sole control over the physical maintenance and access to the use of the EV Chargers and the operation, maintenance and management of, and all access to and use of, any Customer Systems, and sole responsibility and liability for all access to and use by it, any Authorized Persons, and Drivers of the EV Chargers, the Services, the VoltiE Materials, and other VoltiE Systems by any Person by or through the Charging Network Services, Customer Systems or any other means controlled by Customer or any Authorized User, including any information, instructions or materials provided by any of them to VoltiE or Subcontractors. So long as the Equipment is connected to the Charging Network Services and visible there and on the Mobile Application, Customer will monitor the Equipment for its continuous proper functioning (excluding permissible downtime for maintenance).

(c) *Ownership of EV Chargers; Installation Cost to be Recouped by VoltiE.* Except as may be otherwise agreed or with respect to VoltiE's right to modify Firmware and other necessary EV Charger functionality, all right, title and interest in and to the EV Chargers and other Equipment shall vest in Customer following (if applicable) the installation thereof; *provided, however,* that if the installation cost of the EV Chargers or any other Equipment indicated on the Order is not paid promptly after the execution of this Agreement, Customer will remain liable for VoltiE's full recoupment, or receipt of any unpaid balance, of such indicated installation cost.

(d) VoltiE shall own all right, title and interest in and to all other hardware, software, records, files and/or data (other than Customer Data) collected or produced by the EV Chargers or other Equipment, the Charging Network Services, the Mobile Application, and any other Services.

(e) *Grants and Rebates.* VoltiE and Customer shall share all right, title, and interest in and to any environmental (or similar) grants and/or rebates to be received in connection with the installation and operation of the EV Chargers or any other Equipment or its or their connection with any electrical network, from governmental authorities or non-governmental organizations of any kind, whether triggered by the installation of the Equipment or as may be awarded in the future, as follows: (i) VoltiE shall retain 100% of grants/rebates specifically related to the Equipment itself; (ii) Customer shall retain 100% of grants/rebates specifically related to the preparation of the Designated Areas to a Ready Condition; and (iii) VoltiE and Customer shall split 50/50 any grants/rebates that apply to both Equipment and infrastructure or that are not specifically allocated. If any grant and/or rebate is received in the name of Customer or its subsidiaries, Customer shall cooperate with VoltiE to ensure VoltiE receives its share as outlined above, and vice versa.

**3.5 Service Managers.** Each party agrees to maintain throughout the Term a service manager with the requisite organizational authority, skill, experience and other qualifications to serve as the other party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Equipment and the Services, with the initial service manager to be indicated on the Order. If a party's service manager ceases to be employed by it or it otherwise wishes to replace its service manager, the other party shall promptly name a new service manager by written notice to the other party.

### 3.6 Changes.

(a) *VoltiE May Update Equipment and Services.* VoltiE reserves the right, in its sole discretion, to make any changes to the Firmware or other features of the Equipment, the Services, and VoltiE Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of VoltiE's services to its customers, (ii) the competitive strength of or market for VoltiE's services or (iii) the Services' cost efficiency or performance; or (b) to comply with Law.

(b) *Additional Equipment.* VoltiE may assess, from time to time, the advisability for Customer to obtain additional equipment on the Property and may make related recommendations to Customer. If Customer accepts such recommendations, and if no different arrangement is agreed, then Customer will perform any related work to prepare the Designated Areas for Ready Condition, the additional equipment installations will be performed as the parties may agree, the parties will execute a new Certificate of Acceptance for the additional Equipment, and a new Initial Term for the additional Equipment will commence based on the new Certificate of Acceptance.

(c) *Relocation of Equipment.* If a relocation of the Equipment within the Property is requested by Customer or by a governmental agency or other third party not under VoltiE's control, Customer shall be responsible for reasonable costs of such relocation, *provided* that VoltiE shall use commercially reasonable efforts to minimize such costs. If relocation is required due to VoltiE's breach of this Agreement, VoltiE shall bear all relocation costs. VoltiE shall provide Customer with a written estimate of its

portion of relocation costs for approval before commencing any relocation work.

**3.7 Subcontractors.** VoltiE may from time to time in its sole discretion engage third parties to perform some or all of the Services.

**3.8 Markings; Signage.** The parties shall reasonably cooperate to (i) mark the Equipment with contact information for complaints, notifications and service issues and a statement of VoltiE's responsibility to arrange for service issues, damages, or loss, and (ii) install signage for marking the spot in the Designated Area(s) as an area for EV Chargers.

**3.9 Property and Equipment Condition.** Customer, at its own expense and at all times during the Term, shall keep the electrical installation (panels, breakers conduits, and wiring), public areas, streets and sidewalks appurtenant to any Designated Areas functional and reasonably free of debris and rubbish and in good repair and condition consistent with Customer's normal maintenance standards for the Property. In addition, Customer shall provide outdoor lighting consistent with lighting in similar areas of the Property. Customer shall be responsible for the protection of the Equipment on the Property.

**3.10 Maintenance of Internet Connection.** If the Equipment Wi-Fi or cellular signal arranged during Customer's preparation of the Designated Areas to a Ready Condition becomes unavailable, Customer will arrange for replacement Wi-Fi or cellular services to be provided at the Designated Areas.

**3.11 VoltiE Access to Equipment.** VoltiE, its employees, agents, and vendors shall provide 24-hours' notice prior to entering the Property, for purposes of inspecting, servicing, and maintaining the Equipment (including any Firmware updates), unless an emergency repair is deemed necessary (in which case no such advance notice shall be required). Customer shall coordinate access to allow VoltiE's representatives to perform the necessary services, maintenance, or data collection functions relating to the Equipment, or to otherwise perform its responsibilities under this Agreement. Unrestricted access to electrical rooms, electrical panels, electrical meters, and all EV related equipment shall be granted to VoltiE as needed for support and maintenance of the EV Chargers and related systems.

**3.12 VoltiE Suspension or Termination of Services.** VoltiE may, directly or indirectly, and by use of a VoltiE Disabling Device or any lawful means, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other Person's access to or use of all or any part of the Services or VoltiE Materials, without incurring any resulting obligation or liability, if: (a) VoltiE receives a judicial or other governmental or regulatory demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires VoltiE to do so; or (b) VoltiE believes, in its reasonable discretion, that (i) Customer, any Authorized User or any other Person has failed to comply with Law or any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement, (ii) Customer, any Authorized User or any other Person is, has been, or is reasonably likely to be involved in any fraudulent, misleading or unlawful

activities, or (iii) this Agreement expires or is terminated. This Section 3.12 does not limit any of VoltiE's other rights or remedies, whether at law, in equity or under this Agreement.

#### **4. Licenses and Reserved Rights.**

##### **4.1 Authorization.**

(a) *License to Customer.* Subject to and conditioned on Customer's payment of the VoltiE fees described in Section 9 and compliance and performance in accordance with all other terms and conditions of this Agreement, VoltiE hereby authorizes Customer, during the Term, the nonexclusive, nontransferable (other than as may be described in Section 18.7) access and use of the Services and such VoltiE Materials as VoltiE may supply or make available to Customer and its Authorized Users.

(b) *License to VoltiE.* Subject to and conditioned on VoltiE's compliance and performance in accordance with all other terms and conditions of this Agreement, Customer hereby authorizes VoltiE, during the Term, the nonexclusive, nontransferable (other than as may be described in Section 18.7) access and use of any wiring and other Ready Condition work performed under Section 2.1, the EV Chargers or other applicable Equipment (in all such cases, the Property so as to perform related installation and maintenance services), any other Customer Systems, and Customer Data as Customer or its Authorized Users may supply or make available to VoltiE as may be necessary or useful: (a) for VoltiE and its Representatives to maintain the Equipment, perform the Services or comply with Law; (b) for VoltiE and its Representatives to use for general business purposes, including (without limitation) the aggregation of Customer Data with that of other VoltiE customers for business analysis, marketing, and other general business purposes, and other forms of Resultant Data and (c) to enforce this Agreement and exercise its rights and perform its obligations hereunder.

##### **4.2 Reservation of Rights.**

(a) *By VoltiE.* Except for the limited license in Section 4.1(a), nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Equipment, the Services, VoltiE Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to (including all license under) any Intellectual Property Rights in or relating to, the Services, VoltiE Materials and Third Party Materials are and will remain with VoltiE and the respective rights holders in the Third Party Materials.

(b) *By Customer.* Except for the limited license in Section 3.1(b), nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Customer's work preparing the Designated Areas for a Ready Condition and the Customer Data (except as may be aggregated or otherwise used by VoltiE as Resultant Data), whether expressly, by implication, estoppel or otherwise). All right, title and interest in and to (including all license under) any Intellectual Property Rights in or relating to, the Customer Data (except as may be aggregated or otherwise used by VoltiE as Resultant Data) are and will remain with Customer and the respective rights of its Authorized Users.

**4.3 Authorization Limitations and Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Equipment, the Services or VoltiE Materials other than Drivers using the same in the normal course of business and except as expressly permitted by this Agreement and, in the case of Third Party Materials, any applicable third party license agreement restriction of which it is made aware. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall not permit any other Person to, except as this Agreement expressly permits:

(a) modify or create derivative works or improvements of any VoltiE-provided Equipment, the Services or VoltiE Materials;

(b) copy the Services, VoltiE Materials, or other Documentation, unless for archival or backup purposes only; in such case, all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and all copies shall be subject to the terms of this Agreement;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or VoltiE Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or VoltiE Materials, in whole or in part;

(e) bypass or breach any security device or protection used by the Services or VoltiE Materials or access or use the Services or VoltiE Materials other than by an Authorized User through the use of such Authorized User's own then valid Access Credentials;

(f) input, upload, transmit or otherwise provide to or through the Services or VoltiE Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means (including any virus, worm, malware or other malicious computer code), the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort or otherwise harm or impede in any manner any (A) computer, software, firmware, hardware, system or network or (B) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby; or (ii) prevent Customer or any Authorized User from accessing or using the Services or VoltiE Systems as intended by this Agreement ("Harmful Code"). "Harmful Code" does not include any VoltiE Disabling Device;

(g) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, VoltiE Systems or VoltiE's provision of services to any third party, in whole or in part;

(h) remove, delete, alter or obscure any trademarks, Documentation, Specification, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or VoltiE Materials, including any copy thereof;

(i) access or use the Services or VoltiE Materials in any manner or for any purpose that infringes, misappropriates or

otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other VoltiE customer), or that violates any Law;

(j) access or use the Services or VoltiE Materials for purposes of competitive analysis of the Services or VoltiE Materials, the development, provision or use of a competing software service or product or any other purpose that is to VoltiE's detriment or commercial disadvantage; or

(k) otherwise access or use the Services or VoltiE Materials beyond the scope of the authorization granted under Section 4.1.

**4.4 Availability and Transfer of Customer Data.** From time to time, Customer may request that VoltiE transfer to Customer or its designee one or more copies of the Customer Data in its possession so that Customer may populate and maintain its separate customer management services (or those of its service provider(s)) and such other business purposes as Customer may determine to be necessary or advisable. In the event VoltiE agrees, Customer shall pay VoltiE for such services on a time and material basis pursuant to Schedule B.

## **5. Customer Obligations.**

**5.1 Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) maintain the Equipment and the Designated Areas; (b) set up, maintain and operate in good repair all Customer Systems on or through which the Charging Network Services or other Services are accessed or used; and (c) provide all cooperation and assistance as VoltiE may reasonably request to enable VoltiE to exercise its rights and perform its obligations under and in connection with this Agreement.

**5.2 Effect of Customer Failure or Delay.** VoltiE is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

**5.3 Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 4.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and VoltiE Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify VoltiE of any such actual or threatened activity.

**5.4 Export Laws.** Customer shall adhere to all US Law concerning exports administration and shall not export or re-export any technical data or products received by or on behalf of VoltiE, or the direct products of such technical data, to any proscribed country listed in then-current US Law concerning exports administration unless properly authorized by both VoltiE and the US Government.

**5.5 General.** Customer shall ensure its Representatives' compliance with, and be responsible and liable for, any of its

Representatives' non-compliance with, the terms of this Agreement as if such non-compliance had been by Customer.

## **6. Service Levels; Equipment Warranty (If Applicable).**

**6.1 Service Levels.** Subject to the terms and conditions of this Agreement, VoltiE will use commercially reasonable efforts to make Charging Network Services available for access and use by Customer and its Authorized Users over the Internet at least 99% of the time as measured over the course of each calendar month during the Term excluding unavailability due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User, access to or use of Charging Network Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by VoltiE pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension or termination of the Services pursuant to Section 3.12. Service levels cannot be guaranteed and VoltiE shall not be liable to Customer or Authorized Users in the event Charging Network Services are unavailable.

**6.2 Scheduled Downtime.** VoltiE will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of Charging Network Services between the hours of 12:00 a.m. and 6:00 a.m., Eastern Standard Time; and (b) give Customer at least 24 hours prior notice of all scheduled outages of Charging Network Services ("**Scheduled Downtime**").

## **6.3 VoltiE-Provided Equipment Limited Warranty.**

(a) Subject to the other terms and conditions of this Agreement, any EV Chargers or other Equipment indicated in the Order are warranted by VoltiE to conform substantially to the Documentation and to be free from defects in materials and workmanship for one (1) year from the adjusted Effective Date to the Customer. This limited warranty extends only to Customer. Customer must provide written notice to VoltiE that any Equipment is not as warranted no later than 10 days following expiration of the one (1) year warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, VoltiE will at no charge repair or replace the Equipment with functionally equivalent new, previously opened, or refurbished parts and replacements. The repaired or replacement Equipment shall be warranted for the remaining warranty term of the original Equipment. The replacement Equipment shall become the property of Customer and the Hardware replaced becomes the property of Intrepid Control Systems.

(b) **Warranty Exclusions.** The limited warranty on VoltiE-provided Equipment described above does not apply and is void with respect to (a) cosmetic damage, (b) Equipment that has been improperly installed or maintained by anyone other than VoltiE or its Representatives, (c) the costs of any installation or uninstallation, (d) any equipment not supplied by VoltiE, (e) failures or defects caused by misuse, abuse, accidents, physical

damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, chemicals, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by Customer Systems (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Equipment from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Equipment operated outside published maximum ratings, (l) performance of Equipment in combination with other items not manufactured, approved or supplied by VoltiE, (m) any Equipment that has been opened, repaired, modified or altered by anyone other than VoltiE or its Representatives, (n) engraving, (o) materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of VoltiE.

**6.4 Equipment Servicing.** If Customer becomes aware of any actual or potential claim against VoltiE by any person or entity, or any actual or potential malfunction relating to the Equipment, Customer shall notify VoltiE promptly upon discovery of such claim or malfunction. VoltiE will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner and will use commercially reasonable efforts to respond with on-site personnel to begin making any repair or replacement as soon as practicable, and to complete any necessary repairs or replacements within thirty (30) days of any failure or, if replacement parts must be ordered from a manufacturer of the Equipment, within seven (7) days of receiving such parts from the equipment manufacturer.

**6.5 Equipment Vandalism.** If the Equipment requires maintenance or replacement due to vandalism, Customer shall be responsible for the costs associated with the necessary repair services.

**7. Data Backup.** To the extent required by Law applicable to VoltiE or its affiliates, VoltiE will use commercially reasonable efforts to maintain regular data backups of Customer Data; *provided however, that VoltiE HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.*

## **8. Privacy.**

**8.1 VoltiE Systems and Obligations.** This Agreement incorporates by reference the Privacy Policy and the Terms of Use. In the event of any conflict between this Agreement and the Terms of Use, the terms of this Agreement shall prevail. To the extent an Authorized User will be disclosing information using the Services, Customer shall ensure that its privacy policy and terms of use incorporate by reference a link to and an acknowledgement by Authorized Users of the Privacy Policy and Terms of Use or otherwise incorporate terms with substantially the same effect and permit the use of such information by VoltiE and its Representatives in connection with the Services.

**8.2 Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all EV Chargers on the Property and all Customer Data (excluding data transmitted

directly into the VoltiE Systems by an Authorized User unaffiliated with Customer), including its content and use, except as set forth in the Privacy Policy; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials other than as stored by VoltiE and its Representatives in their performance of the Services; (e) all access to and use of the Services and VoltiE Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use; and (f) compliance with applicable data privacy Law in connection with Customer Data other than as Processed or stored by VoltiE and its Representatives in their performance of the Services.

**8.3 Services Access and Security.** Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Services; and (b) where applicable, control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

## **9. Fees; Payment Terms.**

**9.1 Metered Usage Fees.** VoltiE will record the Equipment usage and collect from Drivers all revenue generated by the their usage of Equipment during one or more charging sessions. The aggregate metered kWh proceeds actually received will, after being netted or otherwise adjusted for (i) the deduction of any charge backs, transactions costs, or set-offs described in Section 9.1(a) and (ii) the full recoupment by, or payment of any unpaid balance to, VoltiE for any Equipment installation cost indicated on the Order, be shared between VoltiE and the Customer as described in the Order and in Section 3.3(a). Customer shall keep VoltiE informed of the actual kWh rates charged by Customer of Drivers. Revenue shares will be handled on a quarterly basis. If a periodic revenue payment (where applicable) exceeds One Hundred and Fifty Dollars (\$150), VoltiE will pay to Customer its portion of quarterly user revenue from such metered kWh rates within thirty (30) days after the end of each calendar quarter through direct electronic transmission (ACH) payments, *provided that Customer provides to VoltiE its banking information and executes the ACH form on the page of this Agreement immediately preceding the Schedules. Otherwise, payments by check shall be made.*

(a) The aforementioned metered usage fees charged for Driver charging sessions shall be subject to adjustment, before any applicable revenue sharing arrangement indicated in the Order, to account for (i) any Losses incurred by VoltiE in connection with the expected collection of charging session fees paid by Drivers, including but not limited to payment reversals, chargeback fees or refunds issued to Drivers, (ii) transaction fees of three percent (3%) to cover VoltiE's credit card processing and related administrative costs, and (iii) Customer's payment of any taxes

associated with charging sessions (including any obligations arising from the sale of electricity) other than taxes based on VoltiE's net income, and (iv) Customer's payment of all other fees that may be charged by regulatory bodies in connection with its use of the Equipment or the Services (including any fees to be charged of drivers and any permit or customs fee).

(b) Customer shall pay VoltiE any other fees set forth on the Order and Schedule B at or within fourteen (14) days after the full execution of this Agreement or, for periodic fees, in accordance with Section 9.5.

**9.2 Annual Service Fees.** Any annual Services subscription or other fees will be due and payable to VoltiE starting on the Effective Date and payable annually on a calendar basis thereafter during the Term.

**9.3 Unusual Fee Increases.** After the Initial Term (as defined below), VoltiE may increase any fees not already indicated on the Order by providing written notice to Customer at least 30 days prior to the effective date of the fee increase, and the Fees will be deemed amended accordingly without further notice or consent; *provided* that VoltiE may not increase fees during the Initial Term. Customer may terminate this Agreement upon providing written notice to VoltiE within 30 days of notice delivery of the unusual fee increase.

**9.4 Taxes.** All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes levied or imposed on VoltiE's income.

**9.5 Payment.** All annual fees other than any applicable revenue share arrangement described in the Order and Section 9.1 will, if payable annually, be invoiced by the end of January of a calendar year and will be charged automatically, or as otherwise set forth on the Order or Schedule B, to the credit card or other payment method used for the purchase under this Agreement or in creating Customer's account (as set forth on the payment information page immediately preceding the Schedules hereto). Any periodic fees will be invoiced by the 10<sup>th</sup> of the first month of the applicable period and will be charged automatically on the 15<sup>th</sup> (or the next business day, if the 15<sup>th</sup> falls on a weekend or holiday) of subsequent months, or as otherwise set forth on the Order or Schedule B, to the credit card or other payment method used for the purchase under this Agreement or in creating Customer's account (as set forth on the payment information page immediately preceding the Schedules). Customer consents to VoltiE retaining and using Customer's payment information for future invoices and as provided in this Agreement. Customer agrees and acknowledges that VoltiE and its third party vendors may retain and use Customer's payment information to facilitate the payments provided for in this Agreement. Customer agrees to promptly provide VoltiE with written notice of any update of or changes to Customer's payment information. All payments shall be in US dollars in immediately available funds.

**9.6 Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) VoltiE may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under Law; such interest may accrue after as well as before any judgment relating to collection of the amount due;

(b) Customer shall reimburse VoltiE for all costs incurred by VoltiE in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) days following written notice thereof, VoltiE may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. A default under this Agreement by Customer shall constitute a default by Customer or its affiliates under all other agreements any of them have then in effect with VoltiE or its affiliates.

**9.7 No Deductions or Setoffs.** All amounts payable to VoltiE under this Agreement shall be paid by Customer to VoltiE in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by Law).

**9.8 Customer to Pay Utility Charges.** Customer will be responsible for utility or other electricity costs associated with the usage of the Equipment.

**9.9 Proration.** All payments hereunder shall be prorated in the case of any partial period if necessary and obligations to pay any accrued but unpaid amounts shall survive termination hereof.

## **10. Confidentiality.**

**10.1 Confidential Information.** In connection with this Agreement, each party ("Disclosing Party") may disclose or make available Confidential Information to the other party ("Receiving Party"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that Disclosing Party considers confidential or proprietary, including information consisting of or relating to Disclosing Party's or its affiliates' technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information that can be reasonably be considered proprietary or otherwise meriting confidential treatment, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, all Services and VoltiE Materials, including the terms of this Agreement, are the Confidential Information of VoltiE.

**10.2 Exclusions.** Confidential Information does not include information that Receiving Party can demonstrate by written or other documentary records: (a) was lawfully known to Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by Receiving Party's or any of its Representatives' noncompliance with this Agreement;

(c) was or is received by Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) Receiving Party can demonstrate by written or other documentary records was or is independently developed by Receiving Party without reference to or use of any Confidential Information.

**10.3 Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not reveal, disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information; and (iii) are bound by confidentiality and restricted use obligations in substantially similar effect as the terms set forth in this Section 9.3;

(c) safeguard and protect the Confidential Information from theft, piracy or unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Agreement, including this Section 9; and

(e) notify Disclosing Party upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Receiving Party, and shall cooperate with Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

**10.4 Compelled Disclosures.** If Receiving Party or any of its Representatives is compelled by Law to disclose any Confidential Information then, to the extent permitted by Law, Receiving Party shall: (a) promptly, and prior to such disclosure, notify Disclosing Party in writing of such requirement so that Disclosing Party can seek a protective order or other remedy or waive its rights under Section 10.3; and (b) provide reasonable assistance to Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose only that portion of the Confidential Information that Receiving Party is legally required to disclose and, on Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding

authority that such Confidential Information will be afforded confidential treatment.

Notwithstanding the foregoing, the restrictions and requirements herein shall not apply to, and VoltiE and its Representatives may disclose and retain copies of, Confidential Information in connection with VoltiE's or its Representatives' compliance with legal, financial or regulatory filings, audits or examinations or as otherwise required by Law.

**11. VoltiE as EV Preferred Provider.** Customer hereby grants VoltiE with "Preferred Provider" status for any further installation, maintenance, service or operation of EV charging equipment on the Property during the Term. Specifically, if during the term of this Agreement, Customer solicits offers, or receives a bona fide offer by a willing third party, to install, maintain, service, or operate additional EV charging equipment on the Property Customer shall promptly give written notice to VoltiE (along with a copy or summary of the material terms of such offer) prior to Customer accepting any such third party offer, and VoltiE shall have the right to provide the offered services upon terms and conditions substantially similar, or more favorable, to those offered to Customer in such third party offer. Customer shall not otherwise be restricted from installing, maintaining or operating other EV charging services.

**12. Term and Termination**

**12.1 Initial Term.** The term of this Agreement commences as of the Effective Date; *provided, however,* that following the payment of any initial fees indicated in the Order and any initial installation work to be performed under Section 2, the Effective Date shall be effectively re-set to the date indicated on the Certificate of Acceptance substantially in the form of Exhibit C when such Certificate of Acceptance is executed. The initial term of this Agreement (as indicated by the subscription term indicated in the Order) shall then, for all subsequent periods if not made unreasonable by the context, commence as of such adjusted Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect thereafter for the period of the subscription term indicated in the Order (the "**Initial Term**").

**12.2 Renewal.** This Agreement will automatically renew for additional successive one-year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively with the Initial Term, the "**Term**"). Renewal of promotional or one-time priced subscriptions will be at VoltiE's list price in effect at the time of the applicable renewal.

**12.3 Termination.** In addition to any terminations under Section 9.3 and Section 12.2:

(a) VoltiE may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after VoltiE's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 4.3 (Authorization Limitations and Restrictions) or Section 10 (Confidentiality).

(b) Customer may terminate this Agreement, effective on written notice to VoltiE, if VoltiE breaches any of its obligations under Section 10 (Confidentiality).

(c) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure within ten (10) business days of written notice to the breaching party of the breach and the non-breaching party's intent to terminate this Agreement; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(d) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; and

(e) After the initial Term, either party may terminate this Agreement upon 90 days written notice to the other for any commercial or business reason.

**12.4 Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement (including Section 12.5 below):

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) VoltiE shall promptly cease all use of any EV Chargers owned by Customer or Customer's Confidential Information, and subject to subsection (d) below, cooperate with Customer to transfer Customer Confidential Information to Customer. VoltiE shall thereafter erase all Customer's Confidential Information from all systems VoltiE controls; *provided* that, (i) for clarity, VoltiE's obligations under this Section 10.4(b) do not apply to any Resultant Data used for general business purposes, including the aggregation of Resultant Data with that of other VoltiE customers for business analysis, marketing, and other legitimate purposes, (ii) VoltiE and its affiliates may retain, use and disclose Customer Data or Customer Confidential Information as required by Law and permitted in Section 9, and (iii) VoltiE and its affiliates may retain Customer Data and Customer Confidential Information in its regular backup, archived or disaster recovery systems or files;

(c) Customer shall promptly cease all use of any Services or VoltiE Materials and (i) promptly return to VoltiE, or at VoltiE's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any VoltiE Materials or VoltiE's Confidential Information; and (ii) permanently erase all VoltiE Materials and VoltiE's Confidential Information from all systems Customer directly or indirectly controls; *provided* that Customer may retain VoltiE

Materials or VoltiE's Confidential Information in its regular backup, archived or disaster recovery systems or files, or as permitted by Section 9.4; *provided further* that any Confidential Information retained hereunder shall be retained in confidence and not otherwise used, except as required by applicable law, rule, regulation or judicial order. An officer or director of Customer shall upon request, within 30 days from the effective date of the termination, certify in writing that all other copies Confidential Information, Documentation, and VoltiE Materials have been returned, deleted and destroyed;

(d) VoltiE may disable all Customer and Authorized User access to the Charging Network Services and VoltiE Materials; *provided* that, upon Customer's request within ten (10) business days of such expiration or termination of this Agreement, subject to Customer's payment of the fees on a time and material basis in Schedule B and VoltiE and its Representative's retention rights in Section 10.4, and to the extent Customer does not already have it, VoltiE will facilitate the transfer of Customer Data and Customer Confidential Information to Customer;

(e) if Customer terminates this Agreement pursuant to Section 12.3(b), Customer will be relieved of any obligation to pay any periodic fees attributable to the period after the effective date of such termination;

(f) the balance of any installation cost indicated on the Order that remains unrecouped by VoltiE shall immediately become due and payable by Customer; and

(g) if VoltiE terminates this Agreement pursuant to Section 12.3(a) or Section 12.3(c), all fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such fees, together with all previously-accrued but not yet paid fees, on receipt of VoltiE's invoice therefor.

Upon Customer's request and subject to VoltiE's availability, during the period between a party's notice of termination and termination, VoltiE will use commercially reasonable efforts to assist Customer in effecting a transition of the Services provided by VoltiE hereunder to Customer or another vendor chosen by Customer, including the exporting of Customer Data. Customer shall pay VoltiE for such services on a time and material basis pursuant to Schedule B.

#### **ALL SALES ARE FINAL; NO REFUNDS OR EXCHANGES.**

**12.5 Surviving Terms.** The provisions set forth in the following sections, and any other rights or obligations of the parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement (including, without limitation, Section 9 (Fees; Payment Terms), Section 10 (Confidentiality), Section 12 (Term and Termination), Section 15 (Indemnification), Section 16 (Limitations of Liability) and Section 18 (Miscellaneous)).

#### **13. Insurance.**

13.1 Each party shall hold and maintain, at all times during the Term, and for two (2) years thereafter, insurance policies with financially sound and reputable insurers. Such insurance shall be primary and non-contributory with respect to any insurance maintained by the other party. Each party shall provide the other party with certificates of insurance evidencing the required coverage upon request. Each party shall provide the other party with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in coverage.

13.2 **Specific Insurance of VoltiE.** VoltiE will, at its own expense, maintain in effect at all times during the full term of its work under this Agreement, insurance coverages with limits not less than those set forth below. VoltiE will be responsible for any loss within deductible area of each insurance policy.

*Worker's Compensation/Employer's Liability*

Employer's Liability	\$500,000 Bodily Injury Each Accident \$500,000 Bodily Injury by Disease (Each Employee) \$500,000 Bodily Injury by Disease (Policy Limits)
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*Commercial General Liability (Occurrence Basis)*

Bodily Injury/Property Damage	\$1,000,000 each occurrence
General Aggregate	\$2,000,000
Contractual Liability	\$1,000,000 each occurrence
Personal & Advertising Injury	\$1,000,000 each occurrence
Products/Completed Operations	\$2,000,000 per project aggregate
Premises Damage Legal Liability	\$ 100,000 each occurrence

*Commercial Automobile Liability*

Combined Single Limit \$1,000,000 each accident

*Umbrella or Excess Liability Insurance (Occurrence Basis)*

Bodily Injury/Property Damage: \$10,000,000 per occurrence,  
\$10,000,000 aggregate

Evidence of VoltiE's insurance coverage shall be furnished to Customer upon request.

#### **14. Representations, Warranties and Covenants**

14.1 **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement has been duly authorized by all necessary corporate or organizational action of such party;

(d) its signatory to this Agreement is authorized to execute this Agreement on such party's behalf; and

(e) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

14.2 **Additional VoltiE Representations, Warranties and Covenants.** VoltiE represents, warrants and covenants to Customer that VoltiE will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. VoltiE also represents to Customer that: (a) during the Term, the Services shall operate without any material Errors; and (b) upon notification to VoltiE of any Errors, VoltiE's sole liability, and Customer's sole remedy, will be VoltiE's use of reasonable efforts during its normal business hours and at no cost to Customer to correct such Errors that are verifiable and reproducible by VoltiE, excluding any Errors caused by uses of the Services not in accordance with the Specifications. Alternatively, in VoltiE's sole discretion, VoltiE may refund the portion of any prepaid fees applicable to the portion of the Services that is defective.

14.3 **Additional Customer Representations, Warranties and Covenants.** Customer represents, warrants and covenants to VoltiE that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by VoltiE and Processed in accordance with this Agreement, such Customer Data do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Law.

14.4 **DISCLAIMER OF WARRANTIES.** EXCEPT FOR VOLTIE'S EXPRESS WARRANTIES SET FORTH IN SECTION 6.3, SECTION 14.1, SECTION 14.2 AND SECTION 14.3, ALL SERVICES AND VOLTIE MATERIALS ARE PROVIDED "AS IS" AND VOLTIE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND VOLTIE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. VOLTIE DOES NOT PROVIDE ANY PROFESSIONAL SERVICE, AND ANY ADVICE OR OTHER INFORMATION OBTAINED THROUGH VOLTIE'S PRODUCTS AND SERVICES WILL BE USED BY CUSTOMER AND ITS AUTHORIZED USERS SOLELY AT THEIR OWN RISK. WITHOUT LIMITING THE

FOREGOING, VOLTIE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR VOLTIE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

## 15. Indemnification

15.1 **VoltiE Indemnification.** Subject to the limitations on liability in this Agreement, including as set forth in Section 16, VoltiE shall release, indemnify, defend and hold harmless Customer from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right hereunder, collection and pursuing any insurance providers (collectively, "**Losses**") incurred by Customer arising out of or relating to any legal suit, dispute, claim, action, exam, audit, inquiry or proceeding (each, an "**Action**") by a third party (other than an affiliate of Customer) to the extent that (i) such Losses arise from Customer's or an Authorized User's use of any VoltiE-provided Equipment and the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property Right, (ii) allegation of facts that, if true, would constitute VoltiE's material breach of Law, or (iii) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by VoltiE or any of its Representatives in connection with this Agreement. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

(a) access to or use of the Services or VoltiE Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by VoltiE;

(b) modification of the Services or VoltiE Materials other than: (i) by or on behalf of VoltiE; or (ii) with VoltiE's written approval in accordance with VoltiE's written specification;

(c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of VoltiE; or

(d) act, omission or other matter described in Section 15.2(a)-(e), whether or not the same results in any Action against or Losses by any VoltiE Indemnitee.

15.2 **Customer Indemnification.** Customer shall and shall cause its affiliates, jointly and severally, to release, indemnify, defend and hold harmless VoltiE and its Subcontractors and their Representatives and successors and assigns (each, a "**VoltiE Indemnitee**") from and against any and all Losses incurred by

such VoltiE Indemnitee in connection with any Action regardless of the source that arises out of or relates to this Agreement or any of the following:

(a) Customer Data, including Losses that relate to any Processing of Customer Data by or on behalf of VoltiE in accordance with this Agreement, except to the extent such Losses are as a result of a VoltiE Indemnitee's fraud, gross negligence or willful misconduct or material breach of Law;

(b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including VoltiE's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User, to the extent prepared without any contribution by VoltiE;

(c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement;

(d) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement; or

(e) transaction for which the Services or VoltiE Materials is being used by or on behalf of Customer.

15.3 **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 15.1 or Section 15.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

15.4 **Mitigation.** If any of the Services or VoltiE Materials are, or in VoltiE's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or VoltiE Materials is enjoined or threatened to be enjoined, VoltiE may, at its option:

(a) at VoltiE's sole cost and expense, obtain the right for Customer to continue to use the Services and VoltiE Materials materially as contemplated by this Agreement;

(b) at VoltiE's sole cost and expense, modify or replace the Services and VoltiE Materials, in whole or in part, to seek to make the Services and VoltiE Materials (as so modified or replaced) non-infringing, while providing substantially equivalent features and functionality, in which case such modifications or replacements

will constitute Services and VoltiE Materials, as applicable, under this Agreement; or

(c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of and destroy or return all copies of the Services and VoltiE Materials in its possession or under its control.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDIES AND VOLTIE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND VOLTIE MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

## **16. Limitations of Liability.**

**16.1 EXCLUSION OF DAMAGES.** EXCEPT AS A RESULT OF THEIR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NONE OF VOLTIE AND ITS AFFILIATES AND THEIR SERVICE PROVIDERS AND SUPPLIERS ("VOLTIE PARTIES") OR CUSTOMER AND ITS AFFILIATES AND THEIR SERVICE PROVIDERS AND SUPPLIERS ("CUSTOMER PARTIES") SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, BREACH OF WARRANTY, MISREPRESENTATIONS OR OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY LAW. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

**16.2 CAP ON MONETARY LIABILITY.** EXCEPT AS A RESULT OF THEIR FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COLLECTIVE AGGREGATE LIABILITY OR OBLIGATION OF VOLTIE PARTIES, ON THE ONE HAND, OR CUSTOMER PARTIES, ON THE OTHER HAND, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY

LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATIONS, INDEMNIFICATION OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT PAID TO VOLTIE BY CUSTOMER IN FEES UNDER THIS AGREEMENT IN THE PRECEDING 12 MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## **17. Force Majeure.**

**17.1 No Breach or Default.** In no event will VoltiE be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. VoltiE may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

**17.2 Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, VoltiE will give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## **18. Miscellaneous.**

**18.1 Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**18.2 Public Announcements.** VoltiE may, without Customer's further consent, include Customer's name and logo in VoltiE's promotional and marketing materials, and may issue a press release identifying Customer, making reference to the property where the subject EV Chargers are located, and a reference as to the general nature of the Services, all substantially in the form of Schedule D; *provided* that VoltiE shall not otherwise discuss Customer or disclose any Customer information without Customer's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Neither party shall issue or release any other announcement, statement, press release or other

publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

**18.3 Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement ("**notices**") have binding legal effect only if in writing and addressed to the Customer at the contact information indicated in the Order or to such other address or such other Person that a party may designate from time to time in accordance with this Section 18.3.

Notices sent in accordance with this Section 18.3 will be deemed effectively given: (a) when sent, if sent by electronic mail, (b) when received, if delivered by hand, with signed confirmation of receipt; (c) the day after the day sent, if sent by a nationally recognized overnight courier; or (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**18.4 Interpretation.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Further, the headings used in this agreement are for convenience only and are not intended to be used as an aid to interpretation.

**18.5 Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and merges all prior and contemporaneous proposals, understandings, agreements, representations and warranties, both written and oral, between the parties relating to such subject matter.

**18.6 Customer Information Sharing.** To the extent Customer will be sharing personal or financial information of a third party in connection with this Agreement, Customer shall maintain and obtain the agreement of each such third party, which shall permit the sharing of such third party's information with VoltiE and its affiliates and service providers for VoltiE and its affiliates and service providers to use, disclose and retain it in connection with this Agreement and the provision of the services hereunder and as required by Law. VoltiE and its affiliates each shall be a third party beneficiary to such agreement.

**18.7 Assignment.** Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld, conditioned or delayed); *provided* that VoltiE may assign or otherwise transfer its rights, or delegate or otherwise transfer its obligations or performance, without Customer's consent to an acquiror of substantially all of VoltiE's Services business (and/or, if applicable, its Equipment business), whether via a purchaser of stock or substantially all related assets, a merger, or other business combination, including by operation of law. No delegation or other transfer will relieve Customer of

any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 18.7 is void. Subject to this Section 18.7, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**18.8 No Third Party Beneficiaries.** Subject to Section 15 and Section 18.7, this Agreement is for the sole benefit of the parties and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**18.9 Amendment and Modification; Waiver.** Except as set forth herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**18.10 Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

**18.11 Governing Law; Submission to Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any Action arising out of or related to this Agreement, the licenses granted hereunder or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Florida, in each case located in Broward County, Florida, and each party irrevocably submits to the jurisdiction of such courts in any such Action; *provided, however*, that in an Action seeking to prevent the disclosure of Confidential Information or other injunctive or other equitable relief, either party may bring such Action in any jurisdiction to which the other party is subject. In the event of any Action arising out of or related to this Agreement, the licenses granted hereunder or the transactions contemplated hereby, the prevailing party thereto shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees and all other costs and expenses incurred in connection therewith, including, without limitation, cost of collection and enforcement and in pursuit of

insurance claims; *provided* that any obligation by VoltiE hereunder remains subject to Section 16.

**18.12 WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSES GRANTED HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**18.13 Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under this Agreement may cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**18.14 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement by electronic signature, facsimile, email or other means of electronic transmission or signature is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**18.15 Signature of Property Owner:** If Customer is not the owner of the Property indicated on the Order, or if there is a lease of the Property and Customer does not have authority to carry out its obligations under this Agreement unless it obtains the consent of the other party to the lease, Customer hereby expressly warrants that it will obtain the signature of the owner or holder of the lease interest in the Order signature block titled “Property Owner or Lessor/Lessee Acceptance and Agreement,” and will indemnify VoltiE under Section 15 for any failure to do so.

**18.16 Third Party Services.** VoltiE and its affiliates may refer to Customer, and Customer may retain and provide access to the Equipment to, various third party services, products and promotions that utilize, integrate or provide ancillary services to the Equipment or Services (“**Third Party Services**”). These Third Party Services are provided for Customer convenience only and do not constitute VoltiE’s or its affiliates’ approval, endorsement or recommendation of any such Third Party Services. Customer’s access and use of any Third Party Service is based on Customer’s own evaluation and at Customer’s own risk. If Customer decides to use a Third Party Service, Customer will be responsible for reviewing, understanding and accepting the terms and conditions associated with such use. VoltiE and its affiliates expressly disclaim all responsibility and liability for Customer use of any Third Party Service. Customer use of a Third Party Service is subject to that Third Party Service’s own terms of use and privacy policies.

*[Customer Payment Information to Follow]*

**CUSTOMER PAYMENT INFORMATION:**

Customer to select from the following options for payment of the Fees set forth in Schedule B and Schedule C:

 **Credit Card\***

Name on Card: \_\_\_\_\_  
Credit Card Number: \_\_\_\_\_  
Expiration Date (Month/Year): \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

 **ACH Draw**

Bank Name: \_\_\_\_\_  
Account Holder Name: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Type (Checking or Savings): \_\_\_\_\_

**\*An additional 3% convenience charge on Customer's invoice will apply when paying via credit card.**

Please include the billing contact for Customer below:

**Main Contact:**

Contact Name: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

**Alternate:**

Contact Name: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

## **SCHEDULE A**

### **Customer “Ready Condition” Work and Equipment Transfer**

**1. Customer “Ready Condition” Preparation Work.** Customer shall be responsible for the following preparatory work in advance of the installation of VoltiE’s EV Charger(s). This discussion assumes that Level 2 (AC) chargers are indicated on the Order; if fast-charging DC systems are indicated on the Order, VoltiE’s service manager listed on the Order will work with Customer as to the different requirements for those systems.

(a) The installation, by a certified electrician, of a dedicated 208/240V AC circuit at the desired installation location at the Property, including a protective breaker at an accessible supply panel and with the wire terminating at a junction box located where Customer wants each EV Charger and leaving 3-4 feet of wire so that VoltiE’s installer can use flexible conduit to run the last 2 feet to each EV Charger. If the EV charger is indicated in the Order to be a plug-in type, the wire is to end at a National Electrical Manufacturers Associations 14-50 or 6-50 standard electrical outlet for the purpose of plugging in the EV Charger.

(b) The installation of 14’x14’x8” rebar concrete slabs to accommodate the EV Chargers, with the conduit and 3-4’ of extra wire emerging from the middle of the slab. ***No mounting bolts should be placed in the slab. Customer must send to VoltiE a picture of such installation prior to VoltiE’s performance of its own EV Charger installation work, if applicable.***

(c) If the EV Chargers are to be wall mounted, all conduit and wire must be run to the station location(s) ending in a junction box with 3-4’ of extra wire.

(d) Customer must have a strong Wi-Fi signal available at the EV Charger station location(s), or else the cellular network at the location of the concrete pad(s) or the wall mount location(s) has a cellular signal strength of -90dbm.

**2. Transfer of Equipment Title.** Delivery of any VoltiE-provided Equipment to Customer shall be completed, and owner shall take title to the equipment upon the earlier of (i) the date of delivery to Customer’s Property and (ii) the date indicated on the Certificate of Acceptance contained at Schedule C. Customer represents and warrants that it is accepting any Equipment for its own account and not for resale, and that it will not, absent VoltiE’s prior written consent, resell any Equipment; *provided, however, that Customer may transfer title to the Equipment to any of its affiliates.*

## **SCHEDULE B**

### **T+M Fees And Expenses**

This Schedule B is provided for information purposes only. Any and all project management and non-customary technical support, including, without limitation, the following services not normally associated with customary installation services for the EV Chargers or other Equipment, will be charged on a time and material basis:

- Design and branding
- User experience design
- Independent project management
- Custom development
- System integration services
- Additional testing services
- System configuration, administration, support
- Disaster recovery
- Bandwidth and load balancing

The following hourly rates will apply, which VoltiE reserves the right to update with 30 days' prior written notice.

Senior Consultant	\$250
Project Manager	\$150

Discount for 100 hour prepaid block:	5%
Discount for 250 hour prepaid block:	10%

Materials and services provided under this Schedule B by parties other than VoltiE or its affiliates will, if arranged by VoltiE, be treated as Third Party Services and will be billed at cost.

Any contractual agreements with third party vendors are not subject to the terms of this Agreement, unless otherwise provided for herein. References to third party fees, expenses, expense rates and cost estimates are for indicative purposes only. Such fees may include, but are not limited to, the following:

## **SCHEDULE C**

### **Certificate of Acceptance**

Upon completion of the project or work, the parties shall agree on a Certificate of Acceptance in substantially the following form:

**THIS CERTIFICATE OF ACCEPTANCE** confirms that the project or work meets the specified acceptance criteria outlined in Section 2 and Schedule A of the Agreement and that any earlier noted deficiencies have been satisfactorily addressed. This Certificate of Acceptance shall serve as formal acknowledgment of the parties' compliance with the Agreement's terms and conditions for installation of the Equipment and other pre-operational activity and the transfer of title of the Equipment to Customer.

#### **Installation Date Acknowledgment**

The date indicated below shall be the initial date of installation of the indicated Equipment at the indicated location(s) and shall be deemed the adjusted Effective Date for purposes of the Initial Term of the Agreement:

<b>Location:</b>	<b>Date of Installation:</b>	<b>Serial Number(s)</b>	<b>CUSTOMER:</b> By: Name: Title:	<b>VOLTIE:</b> By: Name: Title:	<b>SUBCONTRACTOR (if applicable):</b> By: Name: Title:
				VoltiE Group, Inc.  Juan Jose Perez  Director Of Installations	

**SCHEDULE D**  
**Draft Press Release**

**VoltiE Group to Deliver Charging Stations to [Name of Customer]**

*VoltiE Group Concludes Deal with [Name of Customer] for Installation of Charging Stations*

VoltiE Group, Inc. (“**VoltiE Group**”), a leading owner and operator of electric vehicle (EV) charging equipment and services, and [Name of Customer] announced the installation of VoltieGroup’s EV charging stations for the use of electric vehicle drivers on [Customer]’s property. VoltiE Group’s EV charging stations will be available to [Customer]’s employees, tenants, and visitors, and will further support the rapidly increasing number of electric vehicles throughout the area.

The new installation of charging units is the latest addition to the rapidly expanding network of VoltiE charging stations, which are easily accessible throughout the country. The VoltiE charging stations will also be capable of accepting driver usage of VoltiE’s mobile app, which is available at the VoltiE Group website at <https://voltiegroup.com>.

**ABOUT VOLTIE CHARGING**

VoltiE Group installs, operates, and services a full-service EV charging network focused on providing fast & effective EV charging solutions for residential communities and other commercial properties throughout the US. VoltiE Group also provides an all-in-one software platform for property owners and managers to operate and monitor their EV charging network. These systems allow property owners and managers to control who can access their charging network, through the VoltiE Mobile App/NFC, RFID cards and/or QR codes. The VoltE Dashboard gives property operators & managers further visibility & control of their charging network. For drivers of electric vehicles, the VoltE Mobile App allows them to easily find & use charge points in the VoltiE charging network.

**ABOUT CLIENT**

[To be provided by Customer if desired]