



ELECTRIC VEHICLE SERVICE EQUIPMENT CLOUD NETWORK SERVICES TERMS & CONDITIONS

RECITALS

OpConnect provides software (Software) and communications networks (OpConnect Network) that connects Electric Vehicle Service Equipment (EVSE) to OpConnect computer servers so that the Software can control the operation of an EVSE, collect data regarding the operation of an EVSE, and provide electric vehicle charging services to users charging an electric vehicle with an EVSE. Each EVSE and its related software and communications devices is referred to as an “EVSE Unit.”

AGREEMENT

1. Site Agreement(s). Site Host hereby grants OpConnect the right to operate one or more EVSE Units on an Installation Site that Site Host owns, manages or is otherwise authorized to grant OpConnect the right to operate EVSE Units on.
2. Description of Equipment.
 - 2.1 Each EVSE Unit includes a charging station pedestal, wall-mounting or pole-mounting assembly, and an enclosure assembly that is attached to the pedestal, wall-mount or pole mount assembly.
 - 2.2 Each EVSE Unit will be accessed by electric vehicle drivers for the purpose of charging their electric vehicles.
3. Installation Site(s). Site Host agrees that they, or their contractors, will perform the necessary electrical and other contracting services, including obtaining required permits and inspections required for the purpose of completing the installation of the EVSE Units at each Installation Site. Site Owner agrees that they will provide OpConnect with a point of contact for each Installation Site.
4. Operation.
 - 4.1 OpConnect will be solely responsible for operating the OpConnect Network during the Term. Site Host understands that, unless mutually agreed otherwise, the EVSE only provides charging or EV services when connected to the OpConnect Network. You agree that OpConnect will retain any and all environmental attributes associated with the operation of the EVSE Units, including carbon offset credits potentially available from EV charging on the EVSE Units. The OpConnect Network may be provided by OpConnect or its subsidiaries or affiliated entities. OpConnect may, in its discretion, modify the OpConnect Network at any time provided that functionality shall not be degraded from that available as of the effective date of this agreement.
 - 4.2 Site Host agrees to provide an Installation Site with space for the EVSE Units as is necessary to enable customers to have unobstructed access to use the EVSE Units and for maintenance and servicing of the EVSE Units. OpConnect reserves the right to schedule reasonable downtime of the Cloud Network Services to accomplish necessary updates or system upgrades, not to exceed five percent (5%) of available time each calendar month.
 - 4.3 Site Host understand and agree that transferring the location of the EVSE Units from the original Installation Site may cause the EVSE Units to be disconnected from OpConnect Services. In the event that Site Host chooses to transfer the location of the EVSE Units from the original Installation Site, Site Host must notify OpConnect within 15 business days of the transfer in order to amend this Agreement to apply to the new location.
 - 4.4 Site Host understands and agrees that data collected on the duration, energy delivered to the EV, and performance of the EVSE Units during each charging session will be shared with electric utility or other programs which provided a portion of the funding for the installation and/or operation of the EVSE Units if this data is requested by those programs. OpConnect warrants that

the data provided to these programs will not include Personally Identifiable Information (PII) of Site Host's employees or contractors or users of the EVSE Units.

- 4.5 The Cloud Network Services provided by this agreement include the connectivity of the EVSE Units to OpConnect's server so that EV charging services can be provided to EV drivers accessing the EVSE Units, collection of data on energy delivered and costs for each EV charging session delivered by EVSE Units, mobile applications that allow EV drivers to activate EVSE Units to deliver charging services, Site Host access to a web portal to allow for viewing and download of charging session data, and the collection of revenue generated by the delivery of EV charging services by the EVSE Units and the remittance of the revenue collected from the delivery of EV charging services minus applicable fees described in Exhibit B to the Site Host. The Cloud Network Services do not include any maintenance or repair services for the EVSE Units. Maintenance and repair services are provided under a separate (optional) maintenance service agreement, or on-demand maintenance and repair services are available as needed at the applicable costs at the time of service.

5. Software.

- 5.1 Software embedded in the EVSE Units and OpConnect Network is provided in connection with the operation of the EVSE Units.
- 5.1.1 The software is licensed, not sold. All right, title, and interest in and to the intellectual property of any kind associated with the operation of the EVSE Units is reserved to, and belongs to, OpConnect. This agreement only gives Site Host some rights to use the software. OpConnect reserves all other rights and sole ownership of the Software. Site Host may not attempt to reverse engineer, decompile or disassemble the software.
- 5.1.2 The software includes encryption technology that may be subject to United States export laws and regulations. Site Host must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

6. Term.

- 6.1 The Initial Term will commence on the acceptance of the quotation for EVSE Units Cloud Network Fees and will be for a period of five (5) years with two automatic 5 year renewals. A renewal will be deemed automatically exercised at the end of the then existing Term unless Site Host or OpConnect gives notice at least 30 days prior notice to the other party that it does not desire to extend the Term.

7. Fees and Billing.

- 7.1 Fees: The Site Host agrees that that OpConnect may collect EVSE Unit usage fees for the operation of the EVSE Units as defined in the quotation for EVSE Units Cloud Network Fees under the terms defined in Exhibit B. OpConnect and Site Host agree that the Site Hosts shall have the sole discretion to determine amounts of EVSE Unit usage fees. The Site Host agrees that OpConnect shall deduct applicable fees from the usage fees collected as defined in Exhibit B.
- 7.2 Payment of Revenue due to Site Host: Payments of usage fees collected, net of any applicable fees as defined in Exhibit B will be made quarterly, and will be due by the 30th day following the end of each calendar quarter, based on the actual revenues collected by OpConnect for the prior calendar quarter.
- 7.3 Statement of Revenue. On or before the 30th day following the end of each calendar quarter, OpConnect shall deliver electronically to Site Host a complete and correct statement showing in reasonable detail all revenue generated by and collected for the EVSE Units, and applicable fees deducted from this revenue for the immediately preceding calendar quarter.
- 7.4 Records of Revenue. OpConnect shall keep complete and proper books of account and/or other records pertaining to all revenue collected for operation of the EVSE Units on a monthly basis. The books and/or records shall be kept or made available at a location reasonably accessible to

Site Host, who may inspect all such books and records at all reasonable times to verify OpConnect's revenue

- 7.5 No Partnership Created. Site Host is not by virtue of this Section a partner or joint venture with OpConnect in connection with the EVSE Units, and shall have no obligation with respect to OpConnect's debts or other liabilities.

8. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, OPCONNECT'S LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY SITE HOST FOR THE PURCHASE OF EVSE UNITS. OPCONNECT WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES OF ANY NATURE ARISING FROM INSTALLATION, USE OR ANY OTHER CAUSES WHATSOEVER. OPCONNECT WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF YOUR EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, OR ANY THIRD PARTY. OPCONNECT WILL NOT BE LIABLE UNDER CONTRACT, TORT OR OTHERWISE FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF ANTICIPATED PROFITS OR REVENUE RESULTING FROM THE PRODUCT'S INSTALLATION OR USE, EVEN IF OPCONNECT OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE EVSE. THE LIMITATIONS CONTAINED IN THIS PARAGRAPH, HOWEVER, MAY NOT BE APPLICABLE TO YOU DEPENDING ON THE LAW IN YOUR STATE AND ARE ONLY APPLICABLE TO THE EXTENT PERMITTED BY LAW.

9. Default; Remedies.

- 9.1 OpConnect or Site Host may terminate this Agreement with 30-days notice provided to the other party due to the other party's breach of this Agreement.
- 9.2 The occurrence of any one or more of the following events of default constitutes a breach of this Agreement by OpConnect:
- 9.2.1 If OpConnect defaults in the payment of Revenue Share due and payable by OpConnect, and such default continues for 10 days after Site Host has given OpConnect a notice specifying the same; or
- 9.2.2 If OpConnect, whether by action or inaction, is in default of any of its obligations under this Agreement (other than a default in the payment of Revenue Share by OpConnect) and such default continues and is not remedied within 30 days after Site Host has given OpConnect a notice specifying the same, or, in the case of a default that can be cured but not within a period of 30 days, if OpConnect has not (1) commenced curing such default within such 30-day period, (2) notified Site Host of OpConnect's intention to cure the default, or (3) continuously and diligently completed the cure of the default.
- 9.3 Any dispute arising out of or relating to this Agreement must be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. The arbitration shall be held in English and the place of arbitration shall be Portland, Oregon. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the American Arbitration Association.

10. Miscellaneous.

- 10.1 Notices and Demands. All notices, demands, consents, approvals and other communications which are required or desired to be given by any party to another hereunder will be in writing and will be (a) hand delivered (including by means of a professional messenger service), (b) sent by United States certified mail, postage prepaid, return receipt requested, or by next business day delivery service such as FedEx, addressed to the appropriate party at its address set forth in this Agreement, or such other address as such party will have last designated by notice to the other, or (c) sent by facsimile and followed by mailing by certified mail. Notices, demands, consents, approvals and other communications will be deemed given when delivered personally or by overnight delivery

service, three days after mailing, or upon delivering party's receipt of a transmission confirmation of the facsimile and mailing the same day.

- 10.2 Prior Agreements. This document is the entire, final and complete agreement of the parties pertaining to the subject matter of this agreement, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their agents concerning this subject.
- 10.3 Applicable Law and Severance. This Agreement is entered into in the State in which the Installation Sites are located. The parties hereby agree that this Agreement will be governed by the internal laws, without regard to conflicts of laws, of the State in which the Installation Sites are located. If any clause or provision of this Agreement is determined by arbitration to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement will not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and which is legal, valid, and enforceable.
- 10.4 Time of Essence. Time and strict performance are the essence of this Agreement.
- 10.5 Waiver. The failure of any party at any time to require performance of this Agreement, will in no way affect his right hereunder to enforce the same, nor will any waiver of any succeeding breach of such provision, act as a waiver of the provision itself.
- 10.6 Further Actions. Each of the parties will execute such documents and take such actions as may be reasonably requested by the other parties to carry out the provisions and purposes of this Agreement, and will use their own best efforts to perform and carry out the terms and conditions of this Agreement.

EXHIBIT B

BILLING AND FEES

1. Definitions.

- 1.1 Charging Session means a session during which an EV driver uses the Site Host's EVSE Unit to charge an EV for a continuous period of time, starting when the EV driver accesses the Site Host's EVSE Unit and ending when the EV driver has terminated such access.
- 1.2 Session Usage Fees means the fees set by the Site Host or OpConnect for a Charging Session, inclusive of any applicable Taxes. Session Usage Fees shall comply with all applicable laws and regulations (including without limitation any restriction on the use of per-kWhr pricing).
- 1.3 Session Authorization and Processing Fees means the fees that will be deducted from the Session Usage Fees by OpConnect to pre-authorize a Charging Session and collect final Session Usage Fees payable for a Charging Session at the Site Host's EVSE Unit. The Session Authorization and Processing Fees are 10% of the Session Usage Fees.
- 1.4 A surcharge of 2.5% of the Session Usage Fees shall be applied to any charging session that is initiated using a credit card at the EVSE Unit.
- 1.5 A Wright Express® card surcharge fee of 12% will be applied to any charging session that is authorized using a Wright Express fuel card for payment.
- 1.6 Net Usage Fees means the total amount of Session Usage Fees collected by OpConnect for a Charging Session, less Session Authorization Fees and Processing Fees, Wright Express surcharge (if applicable) and Taxes, if any, required by law to be collected by OpConnect from EV drivers in connection with the use of EVSE Units. Net Usage Fees are the amounts paid to Site Host.

2. Taxes. Taxes required by law to be collected by OpConnect from EV drivers in connection with the use of EVSE Units may include sales, road usage taxes or other fueling taxes as mandated by local, municipal, state or federal jurisdiction. As stated in 1.6, such taxes will be deducted from Session Usage fees by OpConnect and shall be the responsibility of OpConnect to remit to the taxing agency. Both parties are responsible for the payment of any income taxes associated with the net amounts that each party receives in connection with the use of EVSE Units.