



MULTI-UNIT ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

OpConnect has developed electric vehicle (EV) service equipment consisting of charging stations and related software (Software) and communications networks (OpConnect Network). Each charging station and its related software and communications devices is referred to as an “EVSE Unit.” The EVSE Unit is purchased from OpConnect by Customer and shall be the property of Customer. The Customer’s HOA has agreed to allow OpConnect to provide the Customer with EV charging services through the Customer’s EVSE Unit at the Designated Parking Space on the Property as described in this agreement.

AGREEMENT

1. Site Agreement(s). Customer hereby grants OpConnect the right to operate the EVSE Unit that they purchase from OpConnect at the Designated Parking Space during the term of this Agreement.
2. Description of Equipment.
 - 2.1 The 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 The EVSE Unit will be accessed by the Customer, or other users that are authorized by the Customer to use the EVSE Unit for the purpose of charging their EVs.
 - 2.3 The EVSE Unit includes energy measurement functionality that will be used to bill the Customer and/or the Customer’s designated users for EV charging services per Exhibit A. The Customer agrees that the energy measurement functionality is not certified by their electric utility provider and has an accuracy of +/- 2%.
3. Installation Site(s). The Customer’s HOA has, at its expense, delivered electrical service for use by EVSE Units to a central point, junction or location in Property’s parking facility. The Customer agrees that OpConnect or OpConnect’s contractor shall provide and install electrical service from the central point, junction or location to Customer’s EVSE Unit at the Designated Parking Space with the expense for the installation of the electrical service, the EVSE Unit and the mounting, wiring and provisioning of the EVSE Unit, including any permitting and inspections, to be borne solely by the Customer. OpConnect or its contractors shall be responsible for obtaining required permits and inspections required for the purpose of completing the installation of the EVSE Unit per installation instructions provided by the EVSE manufacturer at the Designated Parking Space.
4. Description of EV Charging Services.
 - 4.1 The Customer will be provided with account credentials that they will use to access their EVSE Unit to charge their EV(s). The Customer will be responsible for safeguarding their account credentials to control the access to their EVSE Unit for EV charging. The Customer can share their EVSE Unit with another resident of their property by sharing their account credentials with that resident at their sole discretion, keeping in mind that the Customer has the sole responsibility of controlling their account credentials. OpConnect shall not be liable under any circumstances for the misuse of the Customer’s account credentials.
 - 4.2 The Customer agrees that they shall be billed by OpConnect for the EV charging services that that are delivered by their EVSE Unit.

- 4.3 OpConnect agrees that OpConnect alone shall be responsible for payment of any bills from the electric utility for electric service to the EVSE Unit.
- 4.4 OpConnect will be solely responsible for operating the OpConnect Network during the Term. Customer understands that the EVSE Unit only provides charging services when connected to the OpConnect Network. The OpConnect Network may be provided by OpConnect or its subsidiaries or affiliated entities. Any unauthorized use constitutes a violation of OpConnect terms and agreements. OpConnect may, in its discretion, modify the OpConnect Network at any time.
- 4.5 OpConnect reserves the right to schedule reasonable downtime to accomplish necessary updates or system upgrades, not to exceed two percent (2%) of available time each calendar month. OpConnect agrees that it will contact the Customer at least 5 business days before scheduled downtime to inform the Customer of scheduled downtime. The Customer agrees to allow OpConnect reasonable access to the Designated Parking Space to perform any necessary service on the EVSE Units and associated infrastructure.
- 4.6 Customer agrees to use the EVSE Unit in accordance with all manuals, instructions and safety restrictions provided by OpConnect. OpConnect will provide written safety instructions and information on the use of the EVSE Unit at the time of the EVSE Unit commissioning following installation.
- 4.7 If the Customer chooses to sell or leave the Property, they may, at their sole discretion, leave the EVSE Unit in place and operational or have it removed by OpConnect or its Customers. The Customer agrees that they shall notify OpConnect in writing of their departure date, whether permanent or temporary, and OpConnect shall discontinue providing EV charging services to the Customer's account credentials on this departure date. The Customer agrees that all terms of this agreement shall remain in force until the Customer has paid any outstanding charges for EV charging services that they have received through the date that EV charging services were discontinued.
 - 4.7.1 If the Customer elects to leave the EVSE Unit in the Designated Parking Space and there are one or more Authorized Users, the Customer agrees that the Authorized User(s) can continue to receive EV charging services through the EVSE Unit per their Authorized User Agreement with OpConnect.
 - 4.7.2 If the Customer elects to leave the EVSE Unit in the Designated Parking Space and there are no other Authorized Users, the Customer agrees that OpConnect will discontinue offering EV charging services through the EVSE unit on the date that the Customer requests to have their services discontinued and that OpConnect can offer EV charging services through the EVSE Unit to the next owner of the Designated Parking Space.
 - 4.7.3 If the Customer elects to have the EVSE removed, OpConnect or its contractor shall remove the EVSE at the cost listed in Exhibit A, cap off the electrical service to the EVSE on the date that the Customer has provided to discontinue service.

5. Warranty.

- 5.1 OpConnect warrants the EVSE Unit, for a period of thirty-six (36) months from the date of delivery, to be free from material and workmanship defects. This warranty is limited to replacement or repair, at OpConnect's option, of defective units. This warranty will be voided by damage, misuse, abuse, vandalism, improper storage, unauthorized modification or repair, utility surges.

- 5.2 To receive warranty service, please call OpConnect technical support at the phone number listed on the EVSE Unit or contact support@opconnect.com.
- 5.3 The monthly cost to extend the warranty to sixty (60) months is included in Exhibit A. All out-of-warranty repairs for the EVSE Unit performed by OpConnect or Contractor will be performed on a time and materials basis. OpConnect will provide you with a written quotation for each repair prior to the Effective Date of any such work and all costs not covered by warranty will be your responsibility.
- 5.4 Software embedded in the EVSE Unit is provided in connection with the EVSE Units. Upon execution of this agreement, the Customer agrees that they and their Authorized Users may access the EVSE Unit and use the Software to receive EV charging services from EVSE Unit.
 - 5.4.1 The software is licensed, not sold. All right, title, and interest in and to the intellectual property of any kind associated with the EVSE Unit software and related software to operate the EVSE Unit is reserved to, and belongs to, OpConnect. This agreement only gives you some rights to use the software. OpConnect reserves all other rights and sole ownership of the Software. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. Customer may not attempt to reverse engineer, decompile or disassemble the software.
- 6. Term.
 - 6.1 The initial agreement term will commence on the Effective Date and will be for a period of five (5) years, unless terminated by the Customer as described in Section 9.
 - 6.2 This agreement shall be automatically extended in one-year term increments at the end of the then existing term unless the Customer or OpConnect gives at least 30 calendar days prior notice to the other party that it does not desire to extend the agreement for another one-year term.
- 7. Fees and Billing.
 - 7.1 Fees: The Customer agrees to pay OpConnect the fees as defined in Exhibit A for the EVSE Services (as defined in Section 4).
 - 7.2 Payment of Fees: OpConnect shall invoice the Customer and any Authorized User(s) monthly for fees for EV charging services delivered by the EVSE Unit as described in Exhibit A. Payments of fees for the EV charging services shall be due on the due date indicated on these invoices. Any late fees and/or services charges shall be indicated on these invoices. The Customer agrees to pay any invoices per the due date and accept any late fees or service charges for late payment, including any collection action.
- 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 CUSTOMER TO OPCONNECT UNDER THIS AGREEMENT. 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.
- 9. Default; Remedies.
 - 9.1 Either party may terminate this Agreement at any time due to the other party's breach of this Agreement without further recourse to other party.
 - 9.2 The occurrence of any one or more of the following events of default constitutes a breach of this Agreement:

- 9.2.1 If the Customer defaults in the payment of amounts due to OpConnect, and such default continues for 15 calendar days after OpConnect has given Customer notice specifying the intent to cancel; or
- 9.2.2 If OpConnect fails to deliver the EV charging services specified in section 4 and such failure continues for 15 calendar days after Customer had given OpConnect notice specifying the intent to cancel.
- 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 Property is 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 Property is 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.

EXHIBIT A BILLING AND FEES

1. Definitions.

- 1.1 Set-Up Fee means the one-time initial fee payable by the Customer upon the Effective Date of this agreement to establish initial operation of the Customer's EVSE Units on the OpConnect Network.
- 1.2 Multi-Unit Program Administrative Fee means the fee payable by the Customer monthly based upon the Effective Date of this agreement for the operation of the Customer's EVSE Units on the OpConnect Network.
- 1.3 Electricity cost mark-up means the mark-up over the per kWh cost that OpConnect pays the electric utility providing electricity to the Property that OpConnect will charge the Customer for electricity consumed by the EVSE.

2. Taxes. Unless required by law or otherwise stated herein, Set-Up Fee, Administrative Fee and Extended Warranty Cost do not include any applicable Sales Taxes. Where OpConnect is required by law to collect and/or remit the Sales Taxes based on any fees below, the appropriate amount shall be invoiced to the Customer, unless the Customer has otherwise provided OpConnect with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

Set-Up Fee	\$30*	Per Customer
Multi-Unit Program Administrative Fee	\$10*	Per EVSE/Month
Electricity Cost mark-up	10%	
Extended warranty Cost	\$10*	Per EVSE/Month
Cost to Remove and box EVSE unit if Customer leaves property	\$200	Per EVSE

* Applicable sales tax not included