

CHARGE ONSITE GENERAL TERMS AGREEMENT

This **GENERAL TERMS AGREEMENT** (this “**Agreement**”) governs Customer’s acquisition and use of the Solution and any Professional Service as set forth in this Agreement. By accepting this Agreement by (1) clicking a box indicating “acceptance” or (2) executing an Order Document that references this Agreement, Customer agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such company or other legal entity to the terms and conditions set forth in this Agreement, in which case the term “Customer” shall refer to such company or other legal entity. If the individual accepting this Agreement does not have such authority, or does not agree with the terms and conditions set forth in this Agreement, such individual must not accept this Agreement and may not use or receive the Solution or Professional Services.

TERMS AND CONDITIONS

- 1. Definitions.** Capitalized terms used in this Agreement without definition shall have the meanings set forth below:
- a. “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solution and for whom access to the Solution has been purchased pursuant to this Agreement.
 - b. “**Charge OnSite**” means Charge OnSite, LLC, a Delaware limited liability company.
 - c. “**Charge OnSite Data**” means any reports, output, or other information or data generated by the Solution that is made available to Customer, including, where applicable, any information or data collected from Charging Station(s) that does not constitute Customer Data.
 - d. “**Charging Station**” means an electric vehicle charging station that is owned by Customer (and any related equipment and materials that are necessary to make the charging station operational at a Site) for which Customer is requesting the Solution or Professional Services. For the avoidance of doubt, if Customer purchased from Charge OnSite any electric vehicle charging station, such electric vehicle charging station will be deemed owned by Customer as a “**Charging Station**” under this Agreement and the purchase of such electric vehicle charging station will be governed by the separate purchase agreement between Charge OnSite and Customer for such electric vehicle charging station.
 - e. “**Customer**” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.
 - f. “**Customer Assets**” means (i) Customer Data, (ii) Customer Systems, (iii) the Site, (iv) the Charging Station(s), and (v) any Third Party Assets.
 - g. “**Customer Data**” means electronic data and information submitted by Customer or its Authorized Users to the Solution.
 - h. “**Customer Systems**” means all software, systems, solutions, services, hardware, products, technology, infrastructure (including internet connectivity, electrical power, any cell boosting hardware), and other assets needed (i) to access, use, and otherwise interface with the Solution, and (ii) to engage in other associated interactions with the Solution.
 - i. “**Deliverable**” means any deliverable, creation, invention, or any other tangible or intangible work product created, conceived, or otherwise produced in connection with any Professional Service.
 - j. “**Effective Date**” means the date that Customer first accepts this Agreement.
 - k. “**EV End User Charging Services**” means the electric vehicle charging services that Customer offers at the Site through Customer’s Charging Station(s).
 - l. “**EV End User Charging Fees**” means the fees, charges, and expenses that Customer charges for an EV End User’s use of the EV End User Charging Services.
 - m. “**EV End Users**” means any individual that utilizes the EV End User Charging Services, including, but not limited to, (i) any tenant residing at Customer’s residential, commercial, or other real estate location where Customer’s Charging Station(s) are located or (ii) any non-tenant that utilizes any of Customer’s Charging Station(s).
 - n. “**Order Document**” means an order document executed by the Parties that specifies any Professional Service or Solution being purchased by Customer pursuant to this Agreement.
 - o. “**Party**” means either Customer or Charge OnSite, as the context requires.
 - p. “**Parties**” means Customer and Charge OnSite.
 - q. “**Professional Services**” means any Installation Services, Implementation Services, maintenance, support, or other professional services provided by Charge OnSite and purchased by Customer pursuant to an applicable Order Document.
 - r. “**Site**” means the real property location set out in the applicable Order Document where the Charging Station is located.
 - s. “**Subscription Term**” has the meaning set forth in Section 9(b).
 - t. “**Third Party Assets**” means any software, systems, solution, services, hardware, products, technology, or other assets not offered by Charge OnSite.
 - u. “**Solution**” means Charge OnSite’s cloud based electric vehicle charging management system, including any additions, enhancements, or other updates to such system.
- 2. Rights to Access and Use Solution.**
- a. Subject to and conditioned upon Customer’s payment of the Fees and compliance by Customer and all Authorized Users with all terms and conditions of this Agreement, Charge OnSite hereby grants to Customer during the Subscription Term a non-exclusive, non-sublicensable, non-transferable right to access and use the Solution solely for use by Authorized Users for Customer’s internal business purposes only in accordance with this Agreement. Customer is responsible and liable for all uses resulting from access provided by Customer, directly or indirectly (including any Authorized Users), whether such access or use is permitted by or in violation of this Agreement. Charge OnSite reserves the right, in its sole discretion, to make any changes to the Solution that it deems useful or desirable.
 - b. Customer shall not (and shall not permit others to): (i) reverse engineer, disassemble, decompile, decode, or adapt the Solution, or otherwise attempt to derive or gain access to the source code of the Solution, in whole or in part; (ii) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or

improvements of the Solution; (iii) copy the Solution, in whole or in part; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Solution to any third party; (v) incorporate the Solution into any other software program not provided by Charge OnSite; (vi) remove, obliterate, destroy, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Charge OnSite that are included in the Solution, (vii) use the Solution for purposes of: (A) benchmarking or competitive analysis of the Solution; (B) developing, using, or providing a competing software product or service; or (C) any other purpose that is to Charge OnSite's detriment or commercial disadvantage; (viii) bypass or breach any security device or protection used for or contained in the Solution or otherwise work around any technical limitations contained in the Solution; (ix) use the Solution in a manner that violates any applicable third party license governing the Third Party Assets; (x) use the Solution for any purpose that is unlawful, illegal, fraudulent, deceitful, illegal, misrepresentative, or dishonest (including, but not limited to, any fraud or money laundering) or otherwise in any attempt to abuse, exploit, or circumvent any applicable laws, rules, or regulations, (xi) use the Solution (or otherwise provide the EV End User Charging Services) in violation of any rule, regulation, or requirement of any banking institution, card association or network (including, but not limited to, Visa, Mastercard, American Express, or Discover), or any other financial institution; (xii) use the Solution if located, residing, working or conducting business in any country restricted by U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List, or the U.S. Department of State's Designated Foreign Terrorist Organizations List, as applicable and as may be amended from time to time; and any other sanctions, or (xiii) use or access the Solution other than as expressly permitted in this Agreement.

c. Customer shall keep (and shall ensure that Authorized Users keep) accounts and authentication credentials that provide access to the Solution secure and confidential. Customer must notify Charge OnSite without undue delay regarding any misuse of accounts or authentication credentials.

3. Intellectual Property Ownership.

a. Charge OnSite is the sole and exclusive owner of (and shall retain) all right, title, and interest in and to the Solution (including any improvements, modifications, customizations, derivative works, or other changes to the Solution) and all intellectual property rights relating thereto. Except for the limited access or license rights set forth in Section 2 (Rights to Use and Access Solution), Customer shall have no right, title, or interest in the foregoing.

b. If Customer provides any suggestions or comments relating to the Solution, Charge OnSite shall have the right to retain and use such suggestions or comments in current or future products (including updates to the Solution) without Customer's approval and without compensation to Customer.

c. As between the Parties, Charge OnSite is and shall remain sole owner of all right, title, and interest in and to Charge OnSite Data. If any Charge OnSite Data is available to Customer, then Charge OnSite hereby grants to Customer during the Subscription Term a non-exclusive, non-sublicensable, non-transferable, limited right to access and use such Charge OnSite Data for Customer's internal business purposes only in connection with Customer's use of the Solution.

d. Charge OnSite shall own any and all Deliverables created or provided in connection with any Professional Service; provided, however, that Charge OnSite grants to Customer during the Subscription Term a non-exclusive, non-sublicensable, non-transferable, limited right to access and use any Deliverable actually delivered by Charge OnSite to Customer solely for Customer's internal business purposes in connection with Customer's access to and use of the Solution.

e. Customer agrees and acknowledges that the Solution may

generate or collect certain data or information in connection with Customer's (or its Authorized Users') use of the Solution or any EV End User's use of any EV End User Charging Services (collectively "*Analytics Data*"), including, but not limited to, data relating to the use or performance of the Solution or any EV End User Charging Services, Charging Station information, charging session data, vehicle information, support data, location data, statistics, EV End User information, and other transaction information. Customer agrees and acknowledges that, as between Customer and Charge OnSite, Charge OnSite owns all right, title, and interest, in and to the Analytics Data and that Charge OnSite will be free to use the Analytics Data in perpetuity and in any manner and for any purpose. If the Analytics Data includes any information that specifically identifies Customer, Charge OnSite will remove any such specifically identifying information from such Analytics Data.

f. Charge OnSite reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Solution, Deliverables, or Analytics Data.

4. Fees.

a. Customer shall pay Charge OnSite the fees, charges, and other expenses set forth in the Order Document(s) (the "*Fees*") without offset or deduction. Customer agrees and acknowledges that Charge OnSite will provide electronic invoices for Fees through the Solution. Such Fees shall be paid on or before the due date set forth the applicable invoice provided by Charge OnSite for such Fees (but if no due date is specified, Customer must pay the Fees set forth in such invoice within thirty (30) days of the date of such invoice). In addition to any other rights or remedies that may be available to Charge OnSite (whether under this Agreement, in equity, or otherwise), if Customer fails to make any payment when due, Charge OnSite may (i) charge Customer interest on the past due amounts at a rate of one and one half percent (1.5%) per month or the maximum amount permitted by law, whichever is less, and (ii) suspend access to the Solution (or otherwise terminate this Agreement and any Order Documents, in whole or in part) by providing notice to Customer.

b. As part of the Solution and in connection with EV End User Charging Services, Charge OnSite will receive payment of certain amounts directly from EV End Users. Where Charge OnSite has received any payments from EV End Users and such amounts exceed the Fees owed by Customer to Charge OnSite, then Charge OnSite will remit to Customer such excess amounts ("*Payout Fee Differential*"). If payment amounts from any EV End User are not sufficient to cover the Fees owed by Customer to Charge OnSite (including where any EV End User has not made a payment), then Customer will pay to Charge OnSite such shortfall ("*Payment Shortfall*") (and in no event more than five (5) days following such request from Charge OnSite for such Payment Shortfall). Customer acknowledges and agrees that Charge OnSite does not have any liability, responsibility, or obligation to make or remit any payment amounts to Customer (including any Payout Fee Differential or EV End User Charging Fees) unless (1) such amounts (including EV End User Charging Fees) were actually paid by an EV End User and received by Charge OnSite and (2) such amounts actually received by Charge OnSite (including any EV End User Charging Fees) actually exceed the amount of Fees owed by Customer to Charge OnSite such that there is a Payout Fee Differential. For the avoidance of doubt, Charge OnSite shall have no responsibility for any failure by any EV End User to pay any EV End User Charging Fees.

c. If an EV End User disputes any EV End User Charging Fees (or any EV End User Charging Service), if any transaction relating to any EV End User Charging Service is charged back for any reason by an EV End User or a card issuing institution, or if Charge OnSite (or its designated payment processor) has any

- reason to believe an indebtedness previously incurred is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness will be added to the Fees and charged to Customer. Customer further acknowledges that it is solely responsible for providing Charge OnSite with any available information relating to a chargeback or refund request and that, regardless of any information provided or not provided by Customer, Customer shall be solely responsible for the liability related to such chargeback and/or refund (including, but not limited to, any fees, expenses, fines, penalties, or other costs incurred by Charge OnSite in connection with any such chargeback or refund). If any such amount is not collected through withholding the applicable amount as a Fee, then Customer will, on demand by Charge OnSite, pay to Charge OnSite the full amount of such chargeback or refund, as applicable.
- d. Charge OnSite may defer payment of any Payout Fee Differential if Charge OnSite needs to investigate or resolve any pending dispute related to the EV End User Charging Fees or EV End User Charging Services. Charge OnSite also may defer payment of any Payout Fee Differential as necessary to comply with applicable law, rule, regulation, or requirement (including any relating to any banking institution, card association or network, or any other financial institution), or if requested by any governmental entity, regulatory authority, banking institution, card network or association, financial institution, or as warranted by risks posed by Customer or the EV End User Charging Services.
- e. 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.
5. **Installation Services for Charging Station(s).** If Customer elects to purchase from Charge OnSite any services for installation for Customer's Charging Station(s) ("**Installation Services**"), then the following shall apply:
- a. Customer and Charge OnSite will work together to develop a written plan detailing the Installation Services that will be required for Customer's Charging Station(s) (the "**Installation Proposal**"). Such Installation Proposal will include, among other things, certain responsibilities that must be fulfilled by each of Customer and Charge OnSite in connection with such installation. Prior to the performance of the Installation Services, Charge OnSite will perform a limited site assessment based on information provided by Customer or that is publicly available ("**Site Assessment**"), which will be designed to obtain information about the Site and its surroundings for the purposes of creating a more accurate Installation Proposal.
- b. If the Installation Proposal requires that the Customer perform any pre-installation activities or work, then Customer shall perform such pre-installation activities or work prior to Charge OnSite's commencement of any Installation Services at the applicable Site. If Charge OnSite identifies any deficiencies, errors, nonconformities, or other defects with respect to Customer's activities or work, then Customer shall promptly remediate or remedy such deficiencies, errors, nonconformities, or other defects. Customer's failure to promptly remediate or remedy such deficiencies, errors, nonconformities, or other defects will permit either (i) Charge OnSite to remedy such deficiencies, errors, nonconformities, or other defects at Customer's sole cost and expense or (ii) terminate this Agreement and any Order Document(s), in whole or in part, for cause by providing written notice of such termination to Customer.
- c. In connection with the Installation Services, Customer shall promptly provide all information and materials that Charge OnSite reasonably requests in connection with such Installation Services. Customer acknowledges and agrees that (i) Charge OnSite relies on the accuracy and completeness of all information and other materials provided by Customer and (ii) Customer's failure to provide accurate and complete information and materials may require an increase in Fees or may prevent Charge OnSite from properly performing the Installation Services.
- d. Customer shall ensure that the Site is prepared for Charge OnSite prior to the commencement date for the scheduled Installation Services (including, but not limited to, ensuring proper ingress and egress, clearing the Site, providing adequate storage areas, and otherwise complying with all other pre-commencement requirements set forth in the Installation Proposal).
- e. Customer shall be solely responsible for obtaining all required federal, state, and local permits, licenses, approvals, and consents relating to the Charging Station(s) and the installation of such Charging Station(s).
- f. Customer acknowledges and agrees that certain events may require changes to the Installation Proposal and other aspects of the Installation Services, including the occurrence of any of the following events (each, a "**Change Event**"): (i) a Party desires a change to the scope of the Installation Services or other revisions to the Installation Proposal; (ii) Charge OnSite encounters concealed, unknown, or other unforeseen conditions; (iii) Charge OnSite discovers additional information after preparation of the Installation Proposal that impacts the Installation Proposal or scope of the Installation Services, or Charge OnSite determines that additional work is required to develop information, assess a Site (such as environmental or geotechnical assessments), or perform Site diligence that is required or recommended for the performance of the Installation Services; (iv) the occurrence of (A) any damage, loss, impairment, or destruction of any portion of a Site or Charging Station that is not attributable to Charge OnSite's actions (each, a "**Damage Event**"), or (B) the discovery or release of a regulated substance (including any hazardous substance, hazardous material, hazardous waste, or other similar substances, waste, pollutant, contaminant, or material) (each, a "**Regulated Substance**") or other environmental condition (each such discovery or release, a "**Regulated Substance Event**"); (v) the actions or inactions of Customer or any third party that impacts (A) Charge OnSite's ability to timely or properly perform the Installation Services, or (B) fees, costs and expenses associated with providing the Installation Services; and (vi) the occurrence of a Force Majeure Event. For the avoidance of doubt, Charge OnSite shall not be liable or responsible for any delay or failure to perform the Installation Services where such delay or failure is caused by the actions or inactions of Customer or any third party.
- g. Either Party shall be entitled to submit to the other Party a written request to change the Installation Proposal (each, a "**Change Request**") upon the occurrence of a Change Event. Any Change Request must be submitted within five (5) days of such Party's actual knowledge of the occurrence of a Change Event. Each Change Request shall include a general description of the Change Event, the impact of the Change Event, and the proposed modifications to the Installation Proposal (including, but not limited to, the Fees and/or Installation Services).
- h. Upon Charge OnSite's provision or receipt of a Change Request, and until the Parties have executed a Change Order or agreed that a Change Order is not necessary: (i) Charge OnSite shall have the right to immediately suspend its performance of the Installation Services and (ii) Charge OnSite's obligation to perform the Installation Services shall be excused during such suspension. Upon receipt of a Change Request, the Parties shall promptly meet and discuss in good faith the contents of the Change Request and memorialize their agreement in a written, mutually signed change order (each, a "**Change Order**"). Each Change Order shall include, at a minimum, the changes to the Installation Proposal and Installation Services, and adjustments to the Fees and any other costs and expenses attributable to the Change Event. Upon mutual execution by both Parties, the Change Order shall be deemed incorporated into, and made part of, the applicable Order

Document for all purposes. If the Parties fail to reach agreement on the Change Request within three (3) weeks after its submission, then Charge OnSite shall have the right to immediately terminate this Agreement and any Order Document, in whole or in part, and invoice Customer all amounts that Charge OnSite incurred in connection with its performance under this Agreement.

- i. Each Party shall immediately notify the other Party upon discovery of a Damage Event or Regulated Substance Event (each, a "**Material Event**"). Upon the occurrence of a Material Event (or receipt of notice), (i) Charge OnSite shall immediately suspend its performance of the Installation Services to the extent impacted by such Material Event and Charge OnSite's obligation to perform the Installation Services shall be excused pending resolution of the Material Event; and (ii) Customer shall restore, remedy, or replace the applicable damage, loss, contamination, impairment, or destruction to the Site or Charging Station within thirty (30) days of the discovery of the Material Event to the condition (or better) that such Site or Charging Station was prior to the Material Event or otherwise cause the Regulated Substance to be rendered harmless and otherwise fully remediate the Regulated Substance (the "**Response Efforts**"). If, in Charge OnSite's reasonable opinion, Customer has timely and sufficiently completed the Response Efforts, then Charge OnSite will resume its performance of the Installation Services. If, in Charge OnSite's reasonable opinion, Customer has failed to timely and sufficiently complete the Response Efforts, then Charge OnSite shall have the right to immediately terminate this Agreement and any Order Document(s), in whole or in part, and invoice Customer all amounts that Charge OnSite incurred in connection with its performance under this Agreement (including any and all costs associated with the Response Efforts).

6. Implementation Services. If Customer elects to purchase from Charge OnSite any services for implementation of the Solution with the Customer Systems ("**Implementation Services**"), then Charge OnSite shall perform such Implementation Services in accordance with the requirements set forth in the applicable Order Document for such Implementation Services.

7. Support and Maintenance Services.

- a. During the Subscription Term for a Solution, Charge OnSite will provide to Customer the standard customer support services of Charge OnSite for such Solution.
- b. Premier offers proactive monitoring, remote trouble shooting, and support and coordination on service calls when necessary to resolve issues.

8. Customer Requirements and Responsibilities.

- a. Customer shall, at its sole expense, obtain and maintain throughout the Subscription Term all Customer Systems and other Customer Assets. Customer must ensure that all Sites and Charging Stations are kept operational and functioning to an appropriate level at all times for the EV End Users. Charge OnSite shall not be responsible for any errors in the Solution, Deliverables, or the Professional Services attributable to any Customer Assets. Customer is solely responsible for the use of Customer Assets (including all Third Party Assets) and Customer will be responsible for ensuring that any implementation, integration, or interoperability of the Solution with the Customer Assets complies with any third party terms and conditions applicable to such Customer Assets. Charge OnSite makes no warranty or guarantee with respect to any Customer Assets (including any Third Party Assets) and Charge OnSite expressly disclaims any and all responsibility and liability for any such Customer Assets (including all Third Party Assets). In furtherance of the foregoing, Customer is solely responsible for corresponding backup, recovery, network connectivity, network security, and maintenance services for the Customer Assets (including any Customer Data).
- b. Customer hereby grants to Charge OnSite (and its subcontractors and related third parties) the right to enter onto the Site, at any time and without prior notice, in order to provide the Solution,

Professional Services, and Deliverables (including the right to access each Site in order to perform the Installation Services, where applicable).

- c. Customer hereby grants to Charge OnSite a non-exclusive, irrevocable, worldwide, fully paid, sublicensable, royalty free license to access, distribute, reproduce, adapt, modify, enhance, display, use, and create derivative works of (and to permit its subcontractors and affiliates to access, distribute, reproduce, adapt, modify, enhance, display, use, and create derivative works of) any and all Customer Assets (including Customer Data) (i) during the Subscription Term, in order to provide the Solution, Professional Services, and Deliverables to Customer and (ii) in perpetuity, (A) as incorporated into and for the purpose of making full use of any Analytics Data, (B) to create or generate Analytics Data, (C) to improve the current Solution or Professional Services, and (D) to create new services, products, solutions, or other offerings. Customer shall be solely responsible for obtaining all necessary consents to grant the rights and licenses to Charge OnSite as required by this paragraph.

9. Term and Termination.

- a. This Agreement is effective beginning on the Effective Date until terminated or, as applicable, upon expiration of all Order Documents.
- b. The initial term of each Order Document shall begin on the effective date set forth in such Order Document and shall continue for the period set forth therein (the "**Initial Subscription Term**"), unless earlier terminated as set forth in this Agreement. Upon the expiration of the Initial Subscription Term, such Order Document will automatically renew under the same terms and conditions for additional periods equal to the length of the Initial Subscription Term (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless a Party, at least thirty (30) days before the expiration of the then-current Initial Subscription Term or Renewal Subscription Term, as applicable, provides the other Party with written notice of its intent not to renew the Order Document. Charge OnSite reserves the right to increase the Fees for each Renewal Term.
- c. Charge OnSite may terminate this Agreement and any outstanding Order Document(s) at any time in the event Customer breaches any material term (including, but not limited to, Customer's breach of the usage restrictions set forth in Section 2 (Rights to Access and Use Solution) and Section 3 (Intellectual Property Ownership)) and fails to cure such breach within thirty (30) days following notice; provided, however, that Customer shall only have five (5) days to cure any breach involving Customer's breach of any payment obligations under this Agreement. Additionally, Charge OnSite may terminate this Agreement and any outstanding Order Document(s) at any time if Charge OnSite in its sole and absolute discretion believes that the total value or volume of any refunds (or any refund requests), chargebacks, and/or any declined transactions relating to the EV End User Charging Services is excessive or questionable.
- d. If Charge OnSite breaches any material term of this Agreement or any Order Document and fails to cure such breach within thirty (30) days following receipt of written notice, then Customer may terminate any Order Document(s) that are adversely and materially impacted by such breach.
- e. Charge OnSite reserves the right to terminate or suspend Customer's (and the Authorized Users') access to or use of the Solution if Charge OnSite believes in its sole and absolute discretion that (i) the Solution is being used in a manner that violates this Agreement, (ii) the Solution is being used in manner or for a purpose that is likely to cause harm to Charge OnSite or a third party, or (iii) the total value or volume of any refunds (or any refund requests), chargebacks, and/or any declined transactions relating to the EV End User Charging Services is excessive or questionable.
- f. If this Agreement or any Order Document is terminated for any reason (other than Customer's termination for Charge OnSite's

uncured breach as set forth in Section 9(d) above), then Customer must pay any unpaid fees covering the remainder of the terms for all terminated Order Documents. In no event will termination for any reason relieve Customer of its obligation to pay any fees payable to Charge OnSite for the period prior to the effective date of any termination.

- g. Upon termination or expiration of the applicable Subscription Term, Customer shall immediately cease using the Solution and Documentation.

10. Warranties.

- a. Each Party represents and warrants: (i) that it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this Agreement; (ii) that its execution, delivery, and performance of this Agreement shall not violate or constitute a default under any agreement of such Party; and (iii) that it has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement.
- b. Charge OnSite warrants to Customer that (i) Charge OnSite will provide the Solution using a commercially reasonable level of care and skill for the duration of the applicable Subscription Term and (ii) the Professional Services (including any Deliverables) will be performed and provided in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Charge OnSite's sole and exclusive liability for breach of the above warranty, Charge OnSite shall, at its sole option and expense, either (A) with respect to the Solution, correct the Solution so that it conforms to the above warranty (or if Charge OnSite is unable to make the Solution operate as warranted, then Charge OnSite may elect to refund the unused portion of any Fees paid to Charge OnSite for the defective Solution and the license for such defective Solution will terminate) or (B) with respect to the Professional Services (including any Deliverables), if Customer notified Charge OnSite of such failure to comply with such warranty within ten (10) days of completion of the Professional Services at issue, then Charge OnSite will reperform that portion of the Professional Services that did not comply with the above warranty (or if Charge OnSite is unable to reperform the portion of the Professional Services in a manner that complies with such warranty, then Charge OnSite may elect to refund to Customer a portion of the Fees paid for such Professional Services (or the specific Deliverable, as applicable) that reflect the diminished value of the Professional Services as determined by Charge OnSite). Notwithstanding anything to the contrary contained in this Section 10 (Warranties), the above warranty shall not apply if such noncompliance was caused or arises from: (A) Customer's breach of any provision in this Agreement, (B) modification or repair to the Solution not made by Charge OnSite; (C) use or maintenance of the Solution in a manner or environment not authorized by Charge OnSite; (D) any Customer Asset or anything Customer provides or designs (including configurations, instructions, requirements, or specifications); or (E) the combination, operation or use of the Solution with any software, systems, solutions, services, hardware, products, technology, or infrastructure not provided by Charge OnSite (including any Customer Assets).
- c. Customer warrants to Charge OnSite that: (i) Customer owns all rights, title, and interest in and to the Customer Assets, or that it has otherwise secured rights in the Customer Assets necessary to permit Charge OnSite to provide the Solution, Professional Services, and Deliverables in accordance with this Agreement, (ii) Customer owns or has legal control of the Site and has legal authority to enter into an agreement for the Solution, Professional Services, and Deliverables and all other work contemplated pursuant to this Agreement, (iii) the Site does not contain any unsafe condition or defect that would prevent or otherwise require special precautions in the performance of Charge OnSite's obligations under this Agreement (or that would otherwise require specific permits, approvals, or other actions to be taken), (iv)

Customer's (and EV End Users') payments to Charge OnSite shall not constitute the proceeds of a crime in contravention of anti-money laundering laws, and (vi) 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 Charge OnSite and processed in accordance with this Agreement, they 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 applicable laws, rules, or regulations.

- d. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 10(A) AND 10(B) ABOVE, THE SOLUTION, PROFESSIONAL SERVICES, AND DELIVERABLES ARE PROVIDED "AS IS" AND CHARGE ONSITE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CHARGE ONSITE 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. CHARGE ONSITE MAKES NO WARRANTY OF ANY KIND THAT THE SOLUTION, PROFESSIONAL SERVICES, DELIVERABLES, OR ANY RESULTS OF THE USE OR RECEIPT THEREOF, WILL MEET CUSTOMER'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.**

11. Customer Data and Data Security.

- a. As between the Parties, Customer is and shall remain sole owner of all right, title, and interest in and to Customer Data and the other Customer Assets.
- b. Charge OnSite will maintain reasonable administrative, physical, and technical safeguards designed for the protection of the security, confidentiality, and integrity of Customer Data.
- c. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Solution; and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Solution.

12. Indemnification.

- a. Charge OnSite will defend, at its expense, any third party action or suit against Customer alleging that the Solution infringes or misappropriates such third party's registered patent, copyright, trademark, or other intellectual property right (an "**Infringement Claim**"), and Charge OnSite will pay damages awarded in a final judgment against Customer or agreed to in a settlement by Charge OnSite that are attributable to any such Infringement Claim; provided, Charge OnSite's obligations under this Section 12(a) (Indemnification) shall not apply in the event any Infringement Claim results from or is based on: (i) modification or repair of the Solution not made by Charge OnSite; (ii) the combination, operation or use of the Solution with any software, systems, solutions, services, hardware, products, technology, or infrastructure not provided by Charge OnSite (including any Customer Assets); (iii) use of any version other than the most current version of the Solution, (iv) any Customer Asset or anything Customer provides or designs (including configurations, instructions, requirements, or specifications), or (v) Customer's breach of any provision in this Agreement (or for any other matter that is subject to indemnification by Customer)
- b. If the Solution becomes, or in Charge OnSite's opinion is likely to become, the subject of an Infringement Claim, then Charge OnSite may, at its sole option and expense: (i) procure the right for the Customer to continue using such Solution; (ii) replace or modify the Solution to avoid the Infringement Claim; or (iii) if

options set forth in clause (i) and (ii) above cannot be accomplished despite Charge OnSite's reasonable efforts, then Charge OnSite may terminate this Agreement and any Order Document(s) in their entirety (or partially with respect to any affected component or part), effective immediately on written notice to Customer.

- c. Customer shall indemnify, hold harmless, and, at Charge OnSite's option, defend Charge OnSite from and against any and all claims, suits, causes of action, proceedings, losses, damages, liabilities, fines, fees, penalties, and costs (including attorneys' fees) incurred or sustained by Charge OnSite that relate to or otherwise result from (i) Customer's breach of this Agreement (including, but not limited to, any use of the Solution in a manner not authorized or contemplated by this Agreement), (ii) any matters relating to Regulated Substances, (iii) the Customer Assets, (iv) any disputes involving EV End Users (including, but not limited to, those relating to any EV End User Charging Fees or EV End User Charging Service), or (v) any personal injury (including death) or property damage.
- d. Charge OnSite or Customer, where applicable as the indemnified party (the "**Indemnified Party**"), shall promptly notify the other party, as the indemnifying party (the "**Indemnifying Party**"), in writing of any action for which the Indemnified Party believes that it is entitled to be indemnified pursuant to this Section 12 (Indemnification). The Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. Where applicable, the Indemnifying Party shall immediately take control of the defense and investigation of such action at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not be entitled to settle any action for which the Indemnified Party could have received indemnification pursuant to this Section 12 (Indemnification) unless (i) the Indemnified Party has provided prior written consent to such settlement or (ii) such settlement (A) includes a full and final release of all claims against the Indemnified Party, (B) does not require the Indemnified Party to admit fault or liability, and (C) does not require the Indemnified Party to take or refrain from taking any specific action. The Indemnified Party's failure to perform any obligations under this paragraph (d) shall not relieve Indemnifying Party of its obligations under this Section 12 (Indemnification) except to the extent that Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnified Party shall have the right participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- e. THE FOREGOING TERMS IN SECTION 12(A) AND 12(B) ABOVE ARE CHARGE ONSITE'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS. IN NO EVENT WILL CHARGE ONSITE'S LIABILITY WITH RESPECT TO SUCH INDEMNIFICATION OBLIGATIONS EXCEED THE AMOUNT SET FORTH IN SECTION 13(B).

13. Limitation of Liability.

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHARGE ONSITE BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA, COST OF PROCURING A SUBSTITUTE PRODUCT OR SERVICE, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE SOLUTION, PROFESSIONAL SERVICES, OR DELIVERABLES), REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- B. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE

LIABILITY OF CHARGE ONSITE, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE SOLUTION, PROFESSIONAL SERVICES, OR DELIVERABLES) EXCEED THE TOTAL AMOUNT OF "FEES" ACTUALLY PAID BY CUSTOMER TO CHARGE ONSITE FOR THE SPECIFIC PORTION OF THE SOLUTION, PROFESSIONAL SERVICE, OR DELIVERABLE, AS APPLICABLE, THAT GAVE RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

- 14. **Third Party Providers.** In connection with the Solution and Professional Services, Customer may have the ability to purchase from third party providers ("**Third Party Providers**") certain products, goods, or services ("**Third Party Offerings**") (including, but not limited to, certain maintenance and repair services). **IF CUSTOMER PURCHASES ANY THIRD PARTY OFFERING FROM ANY THIRD PARTY PROVIDER, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT (I) CHARGE ONSITE IS NOT A PARTY TO ANY TRANSACTION BETWEEN CUSTOMER AND SUCH THIRD PARTY PROVIDER, (II) CUSTOMER'S PURCHASE OF ANY THIRD PARTY OFFERING IS AT CUSTOMER'S SOLE RISK AND EXPENSE AND IS WITHOUT WARRANTIES OF ANY KIND BY CHARGE ONSITE, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, AND (III) UNDER NO CIRCUMSTANCES WILL CHARGE ONSITE BE LIABLE FOR ANY DAMAGES ARISING FROM ANY TRANSACTION BETWEEN CUSTOMER AND ANY THIRD PARTY PROVIDER (INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO ANY DEFECTIVE THIRD PARTY OFFERING).**
- 15. **Confidential Information.** Confidential or sensitive information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") under this Agreement shall be governed as follows:
 - a. The term "**Confidential Information**" means all information the Receiving Party accesses or receives from the Disclosing Party pursuant to this Agreement, whether oral or in writing (including electronic transmission) concerning the Disclosing Party's business, technology, finances, customers or prospective customers, investors or prospective investors, security, plans, methods, research and development, prototypes, software, books and records, and other similar information and materials: (i) that is designated as "Confidential" or "Proprietary" by the Disclosing Party, or (ii) that by the nature of the circumstances surrounding disclosure, or the information itself, should be treated as confidential.
 - b. The Receiving Party shall maintain the Disclosing Party's Confidential Information in strict confidence and shall not use or disclose such Confidential Information except for purposes permitted under this Agreement. The Receiving Party shall be entitled to disclose such Confidential Information on a need-to-know basis to its employees, agents, subcontractors, attorneys, accountants, and investors, provided the same are bound by non-disclosure and confidentiality obligations no less protective than those set out in this Agreement. The Receiving Party shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own Confidential Information, but shall not use less than reasonable care and diligence.
 - c. The Receiving Party's obligations with respect to Confidential Information shall not apply to Confidential Information that the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii)

was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; or (iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

- d. The Receiving Party shall be permitted to disclose the Disclosing Party's Confidential Information in the event that a subpoena, discovery request, court order, or any other type of request or requirement of a governmental body (with requisite jurisdiction) or other applicable law requires that such Confidential Information be produced or disclosed, provided that the Receiving Party (unless expressly prohibited by the governmental body) gives the Disclosing Party notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other applicable relief.
- e. Except to the extent that a Party has ongoing rights, promptly after termination or expiration of this Agreement, each Party shall (i) either (A) return the other Party's tangible Confidential Information, or (B) permanently destroy such Confidential Information, and erase it from storage media. Upon request, a Party shall certify in writing to the destruction of such Confidential Information. Notwithstanding the above, the Receiving Party may retain a copy of the Disclosing Party's Confidential Information to the extent required for legal compliance and copies to the extent the same resides on backup servers. Any Confidential Information retained for such purposes shall continue to be subject to the terms of this Agreement.
- f. The obligations and restrictions of a Receiving Party set forth in this Section 15 will apply during the term of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement (the "**Confidentiality Period**"); provided, that, with respect to any Confidential Information that constitutes a "trade secret" under applicable law, the obligations and restrictions of a Receiving Party set forth in this Section 15 will continue for the longer of (i) the Confidentiality Period and (ii) until such Confidential Information ceases to constitute a "trade secret" under applicable law.

16. Miscellaneous.

- a. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1 (Definitions), Section 3 (Intellectual Property Ownership), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14 (Third Party Providers), Section 15 (Confidential Information) (for the time period specified therein), and this Section 16 (Miscellaneous).
- b. The Parties are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party.
- c. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at: (i) with respect to Customer as the receiving Party, to the billing address for such Customer and (ii) with respect to Charge OnSite, to 1015 East Blvd., Charlotte, NC 28203 Attn: Legal Department. Such notices shall be delivered by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Either Party may change its notice address by written notice to the other Party in accordance with these terms.
- d. This Agreement, together with any other documents incorporated herein by reference (including the Order Documents), constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- e. Customer hereby grants to Charge OnSite the right to use

Customer's name, logo, trademark, service mark, or other proprietary marks on Charge OnSite's website (and in Charge OnSite's other general marketing materials) for Charge OnSite's general marketing purposes (including to list Customer as a customer of Charge OnSite).

- f. Except with respect to Customer's payment obligations herein, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrections, fires, floods, storms, explosions, pandemics, epidemics, acts of God, acts of terrorism, war, governmental action, earthquakes, or any other cause that is beyond the reasonable control of such Party (each, a "**Force Majeure Event**").
- g. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.
- h. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina 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 jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights or obligations hereunder will be instituted exclusively in the state or federal courts located in North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- i. Customer shall not assign or transfer this Agreement (or any of its rights or obligations herein) without the prior written consent of Charge OnSite. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) shall be null and of no effect. For purposes of this Agreement, a change of control transaction will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- j. Charge OnSite shall be entitled to use subcontractors in the performance of Charge OnSite's obligations under this Agreement (including, but not limited to, the provision of Installation Services and the Solution); provided, however that if Charge OnSite engages subcontractors, then Charge OnSite shall remain liable for all obligations under this Agreement as though no such subcontracting had occurred.
- k. During the term of this Agreement and for a period of three (3) years thereafter, Charge OnSite shall have the right, at its expense, either directly or through a representative, to access the facilities, systems, records and personnel of Customer in order to (i) audit Customer's compliance with this Agreement and (ii) check on the status of any Charging Stations. Audits shall take place during the normal business hours of Customer and shall be conducted in a manner that does not unreasonably interfere with the normal business operations of Customer.
- l. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.
- m. 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. Except as otherwise expressly set out herein, the Parties agree that any conflict among the terms and conditions contained in the body of this Agreement and any Order Document, the terms and conditions contained in the body of this Agreement shall control and govern. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order document (excluding an Order Document) is void and of no effect.
- n. This Agreement is for the sole benefit of the parties hereto and

their respective successors and permitted 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.

O. For purposes of this Agreement: (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (v) words denoting any gender include

all genders, (vi) references to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (vii) references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. 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.