

**FIRST AMENDMENT TO
AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS
AND SERVICES OF INDEPENDENT CONTRACTOR**

BY AND BETWEEN

**COUNTY OF SANTA BARBARA
AND
POWERFLEX SYSTEMS, LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor is made by and between the County of Santa Barbara, a political subdivision of the State of California (“County”), and PowerFlex Systems, LLC (“Contractor”).

WHEREAS, the County and Contractor are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor, dated June 6, 2023 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement to increase the Maximum Aggregate Contract Amount by Four Million Dollars (\$4,000,000.00), for an amended maximum contract amount of Five Million Dollars (\$5,000,000.00); and

WHEREAS, the Parties desire to amend the Agreement to expand the Statement of Work, and to add provisions reflecting CEC EVSE Grant requirements.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Section 1 of the Agreement is hereby amended by replacing the second sentence of Section 1 in its entirety to read as follows:

“Zaira Akhmedova, Vice President Asset Optimization and Customer Success, at phone number (240) 505-0805, is the authorized representative for CONTRACTOR.”

2. Section 2 of the Agreement is hereby amended by replacing “Ross Parker” with “Zaira Akhmedova” in Section 2.
3. Section 3.C of the Agreement is hereby amended by replacing Section 3.C in its entirety to read as follows:

“C. Work Orders. In addition to the Initial Order (defined below), during the Term, COUNTY may purchase additional EV Charging Stations, and order Services for such EV Charging Stations, by submitting to CONTRACTOR a Work Order in the form attached hereto as Exhibit D and

PowerFlex MSA
Amendment No. 1

incorporated herein by reference (each a "Work Order"); provided, however, that (i) each Work Order shall set forth (a) the maximum aggregate dollar amount of payments payable by COUNTY thereunder, (b) the time of performance of Services thereunder, which shall in no event extend beyond the date that is ten (10) years after the Effective Date, and (c) the number of EV Charging Stations to be delivered thereunder, and (ii) no Work Order shall be effective unless and until such Work Order is approved by the COUNTY Board of Supervisors, which approval may with withheld in the sole discretion of the COUNTY Board of Supervisors."

4. Section 5 of the Agreement is hereby amended by replacing the last sentence of Section 5 in its entirety to read as follows:

"Total payments to CONTRACTOR under this Agreement for the entire term of this agreement, including all Work Orders, shall not exceed the aggregate maximum amount of \$5,000,000 ("Maximum Aggregate Contract Amount")."

5. Section 26 of the Agreement is hereby amended by adding new Exhibit H to the end of the listed documents and replacing the second sentence of section 26 to read as follows:

"This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means; provided, however, that the Director of General Services or his Assistant Director designee may authorize and execute amendments of Attachment B-1 to add or remove EV charging equipment consistent with the Agreement and to modify the rates set forth therein."

6. Exhibit A to the Agreement is hereby amended by replacing Exhibit A in its entirety with Exhibit A, attached hereto and incorporated herein by reference.
7. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with Exhibit B, attached hereto and incorporated herein by reference.
8. The Agreement is hereby amended by adding a new Exhibit H to the Agreement in the form attached hereto as Exhibit H.
9. Effectiveness of Agreement. Except as expressly modified by Section[s] [1 through 2], above, all of the provisions of the Agreement remain in full force and effect.
10. Authority. Each of the signatories to this Amendment represents and warrants that such signatory is duly authorized to execute this Amendment, and that no additional signatures

PowerFlex MSA
Amendment No. 1

are required to bind such party to its terms and conditions, or to carry out any of such party's duties or obligations hereunder. The parties hereto each represent and warrant that:

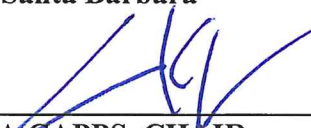
- a. This Amendment has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.
- b. There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Amendment.
- c. The consummation of the transactions hereby contemplated and the performance of this Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which Contractor is a party or which is otherwise binding on Contractor. Contractor agrees that it shall provide to the County, upon the County's request, evidence that the execution and delivery of this Amendment has been duly authorized by Contractor.

11. Counterparts. This First Amendment may be executed electronically and in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the parties hereto.

PowerFlex MSA
Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the first date fully executed by all of the parties hereto.

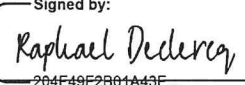
County of Santa Barbara

By: 
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

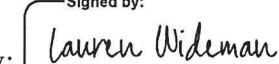
By: 
Deputy

CONSULTANT:
PowerFlex Systems, LLC
15445 Innovation Dr. San Diego, CA 92128

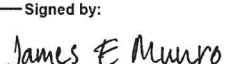
Signed by:
By: 
204F49F2B01A43F...
Authorized Representative

Name: Raphael Declercq
Title: San Diego, CA-92128
Address: 15445 Innovation Dr.
City/State/Zip: San Diego, CA-92128

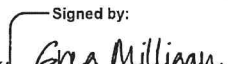
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: 
8F404D822C84458...
Deputy County Counsel

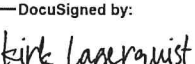
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:
By: 
02BA147EF6A84DE...
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

Signed by:
By: 
05F555F00269466...
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: 
19AEDA90054E4CE...
Department Head

PowerFlex MSA
Amendment No. 1

EXHIBIT A

Statement of Work

Contractor shall procure and deliver up to Three Hundred (300) commercial-grade Level 2 - 7kw to 20kw EV Charging Stations, and up to Fifty (50) 50kw to 640kw DC fast EV Charging Stations, up to Thirty (30) Nexus Load Management Controllers (including ancillary EVSE communication and control equipment necessary to work with the Controller)', up to Thirty (30) kiosks, and up to Three Hundred (300) Dual Pedestals on County-owned property for public and County fleet use. The County intends to charge the public for use of the electricity; therefore, the EV Charging Stations shall allow for point of sale transactions and revenue remittance to County. In addition to the EV Charging Stations, Contractor shall procure and deliver software, licenses, maintenance, warranties, and controls for the EV Charging Stations, as specified herein. Contractor shall deliver the EV Charging Stations and provide the Services in compliance with all applicable laws and public utilities requirements, including, but not limited to, Title 24 of the California Building Standards Code, Title 20, CalGreen I & II, ADA, Building, Safety, warranties, SCE, PG&E, Lompoc. The County shall procure installation of the EV Charging Stations under separate agreement.

1. Equipment. Contractor shall provide EV Charging Stations, together with software, licenses and electrical equipment necessary for installation and use of the EV Charging Stations by the County as described in this Statement of Work and in any applicable Work Order. Contractor shall deliver the EV Charging Stations to the address(es) specified in the applicable Work Order(s) (the "Delivery Point(s)") during the County's normal business hours or as otherwise instructed by the County. Contractor shall ensure that the EV Charging Stations are delivered in undamaged condition, free from defects. Contractor agrees to coordinate delivery and provide instructions as needed with County's chosen installer.
2. Design, Engineering and Permitting. Contractor shall provide professional Design and Engineering services, along with Permitting services through a third-party Engineer of Record. The third-party Engineer of Record will be made available to the County directly, and will serve as the Project Engineer through all phases (e.g. design, permitting, construction, etc.) of each project. The 3rd party Engineer of Record will directly, without coordination by Contractor, support the County and any other County hired contractor performing project construction and construction management.
3. Service. Contractor shall provide ongoing Services in connection with each EV Charging Station, including access control, billing, reporting, software maintenance, warranty claims processing, and station management services, as specified in this Statement of Work and all applicable Work Order(s) for a period of five (5) years following the date on which such EV Charging Station is installed and commissioned on behalf of the County.
4. Electric Vehicle Charging Stations:
 - A. Contractor shall provide to the County of Santa Barbara the EV Charging Stations, Electric Vehicle Controller(s) and kiosks as specified by the County in this Statement of Work and all applicable Work Orders. The County intends to charge the public for use of the electricity

PowerFlex MSA
Amendment No. 1

used by the EV Charging Stations and dwell fees for parking beyond allowable limits; therefore, the EV Charging Stations shall deliver point-of-sale transactions, and Contractor shall remit revenue to the County on a quarterly basis as specified below. Contractor shall provide additional EV Charging Stations at the request of County as specified in subsequent Work Orders, which shall be subject to the terms and conditions set forth in this Agreement, including the payment terms provided for in Exhibit B.

- B. The PowerFlex Platform software provided by Contractor in connection with the EV Charging Stations (the "Software") shall be the latest version of such Software that can provide the following:
 - i. Pricing setting for end users, billing practices, service fees, revenue distribution, and reports
 - ii. Activate and test the EV Charging Stations;
 - iii. Process point-of-sale transactions;
 - iv. Network service that would capture data and sale;
 - v. Detailed revenue, and usage reports with revenues segregated between fees for electricity and parking dwell fees for each site (address);
 - vi. Payment options for public access;
 - vii. Provide maintenance services and customer support for each EV Charging Station for five (5) years after installation of such EV Charging Station;
 - viii. All licenses necessary to use such software for the term of the Agreement;
 - ix. The Software regulating the chargers shall throttle the chargers to prevent demand spikes on the utility bills;
 - x. The EV Charging Stations shall have the ability to stop flow of power when not in use. The EV Charging Stations shall have over-current protection to prevent vehicles from drawing too much power.

- C. Contractor shall be responsible for providing and maintaining, as set forth in this Agreement, full functionality of the PowerFlex Platform and the EV Charging Stations and controls, including, but not limited to, providing power control, commissioning, software maintenance, warranty, Software, licenses, website, remote cloud-related services, reports, billing, and watts-per-station regulation in accordance with County requirements provided by County to Contractor in writing (all of the foregoing Contractor responsibilities in this Section 3.C, collectively, "Networking and Maintenance").
 - i. For the first year of the Term, the costs of such Networking and Maintenance ("Networking and Maintenance Fees") shall be deemed to be paid in full by virtue of County's assignment of the County LCFS Credits to Contractor pursuant to the LCFS Agreement, as described in Section 7, below.
 - ii. For each year of the Term after the first year of the Term, Contractor shall invoice the County for Networking and Maintenance Fees in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B2 to Exhibit B, attached hereto and incorporated herein by reference. The Networking and Maintenance Fees Rate Schedule reflects a discount in consideration of the monetary value of the County LCFS Credits assigned by

PowerFlex MSA
Amendment No. 1

- County to Contractor hereunder
- iii. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in no event shall the Networking and Maintenance Fees charged to the County by Contractor increase by more than three percent (3%) per year.

5. Software Service Provisions

- A. Data. Contractor shall provide to County an owner interface platform which shall enable and allow the County to access, analyze, synthesize into reports, and otherwise use, in accordance with County's specifications, all data collected by Contractor relating to use of the EV Charging Stations. Contractor shall use data collected by virtue of use of the EV Charging Stations solely to the extent necessary for the provision of Services in accordance with this Agreement. Upon termination of this Agreement, Contractor shall facilitate portability of such data to enable the County's continuing use of such data with third-party interface platforms following termination of this Agreement. During the Term of this Agreement, Contractor shall comply with all rules, regulations and policies of the County, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by the County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
- B. Contractor shall provide the COUNTY with the ability to download the following data reports in CSV form for the periods of time requested for specified EV Charging Stations as requested by COUNTY:
 - i. Kilowatt hours
 - ii. Quantity of Charge Sessions
 - iii. Idle time – Total amount of time one vehicle is connected to the charger without charging
 - iv. Charge time – Total amount of time one vehicle is connected to the charger while charging
 - v. Session length
 - vi. Average Utilization – Average number of kilowatt hours used within a period of time
 - vii. Quantity of megawatt hours or kilowatt hours accumulated
 - viii. Quantity of Unique Drivers – Number of different vehicles which connect to the electric vehicle service equipment.
- C. Services provided by Contractor to the County shall include the following:
 - i. Bill each EV Charging Station end user for the usage of electricity via such EV Charging Station and any other Dwell Time Fees as specified by the COUNTY in the applicable Statement of Work (e.g., dwell time fees for occupancy of an EV Charging Station parking space by an end user for more than four hours);
 - ii. Separate electricity and financial bills for COUNTY Fleet vehicles;
 - iii. Separate electricity and financial bills for public usage;

PowerFlex MSA
Amendment No. 1

- iv. Separate electricity and financial bills for COUNTY workplace usage;
- v. Prohibit the distribution of electricity of specified electric vehicle service equipment.

6. Software, licenses, controls for electric vehicle charger

A. EV Charging Station Technical Specifications

All EV Charging Stations shall meet or exceed the following specifications and requirements:

- i. UL listed compliant equipment with National Electrical Code and FCC regulations for safety and operation requirements;
- ii. Americans with Disabilities Act (ADA) compliant;
- iii. New equipment;
- iv. Level 2 Chargers connector SAE J1772 with cord management cable;
- v. County access to the EV Charging Station network to allow for the management of charging operations including with respect to access, pricing, power distribution, and charging notifications;
- vi. Accessible for EV charging purposes to all members of the public, with no membership of any kind required for access;
- vii. Accept and process point-of-sale transaction payments via all major credit cards and ATM cards through a secure system;
- viii. Station location and real-time availability visibility to users via website(s) posted on each EV Charging Station;
- ix. PowerFlex driver support call center available 24/7;
- x. PowerFlex support team for site management available Mon-Sat 3:00am-8:00pm Pacific Time ("normal support hours"); and
- xi. Each EV Charging Station shall be covered by a Cybersecurity Insurance Policy, in addition to the insurance requirements set forth in Exhibit C, maintained by PowerFlex that comports with County requirements for protection of the County in the event of a security breach of the mobile payment platform.

B. Service Provider(s)/Data Capture

The EV Charging Station network shall process, transfer, and backup all EV Charging Station data. The EV Charging Station network shall provide the following information for each EV Charging Station transaction, at each EV Charging Station, and must comply with all local, state and federal regulations:

- i. Charging data such as date and time of usage (start and stop time) and utilization rates;
- ii. Total kWh and Total kW draw;
- iii. Total dollar amount charged for dwell fees to each end user
- iv. Total dollar amount charged for electricity to each end user;
- v. Station status and health in real time;
- vi. EV Charging Station malfunction and operating errors.

PowerFlex MSA
Amendment No. I

7. Maintenance, Warranties

A. Maintenance and Communications

The Contractor shall provide remote maintenance services to ensure all EV Charging Station equipment is properly monitored, tested, and activated for proper operation throughout the Term of this Agreement. The network communications system service provided shall remotely monitor the EV Charging Stations for any error or malfunction 24 hours per day, seven days per week. County will have access to PowerFlex support team Mon-Sat 3:00am-8:00pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and, for electrical vehicle charger issues, via telephone at 833-479-7359, (ii) conduct remote troubleshooting, and (iii) provide prompt notice to County of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours. In the event of an equipment or hardware malfunction or failure, an on-site maintenance crew shall respond to the site within three (3) business days from the time such issue is reported to Contractor.

B. Warranties

- i. Contractor shall examine the sites, plans and specifications provided by County for each EV Charging Station site to confirm that the EV Charging Stations will function as specified herein at each such location.
- ii. Contractor shall use commercially reasonable efforts to enforce the original equipment manufacturer's warranty ("OEM Warranty" or "OEM Warranties") on all EV Charging Station equipment and hardware, for the duration of such OEM Warranties ("OEM Warranty Period"), subject to the terms and conditions of such OEM Warranties. Concurrently with each EV Charging Station delivery hereunder, Contractor shall deliver to County true and correct copies of each OEM Warranty applicable to such EV Charging Station(s). In the event of any error or failure of EV Charging Station equipment during the OEM Warranty Period, Contractor shall commence repair or replacement within three (3) business days from the date Contractor is notified of such effort or failure, and shall diligently pursue and complete the necessary repair or replacement of such components within five (5) business days of such notification. Activities covered under said warranty shall be performed by local service providers, where possible (defined as a service provider based within the Santa Barbara region which includes San Luis Obispo, Ventura, and Santa Barbara Counties).
- iii. Contractor warrants to County that, for the duration of the OEM warranty, the EV Charging Stations shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Statement of Work; (c) be fit for their intended purpose and operate as

PowerFlex MSA
Amendment No. 1

intended and in accordance with the specifications set forth in this Statement of Work and applicable Work Order(s). These warranties shall survive delivery, inspection, acceptance and payment of or for the EV Charging Stations by the County. To the extent within the OEM Warranty period, Contractor shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 6.B.iii, at the County's request, without additional compensation. To the extent that the OEM Warranty period extends beyond the Term, this Section 6.B shall survive the termination of this Agreement, but Contractor's obligations to facilitate any corrections or claims pursuant to such OEM warranty does not survive.

- iv. Contractor shall pass through to the County the benefit of all OEM Warranties applicable to the EV Charging Station equipment and hardware provided by Contractor in its performance of this Agreement ("Covered Components"), to the extent permitted by the terms and conditions of such OEM Warranties. Promptly following receipt of the County's request for warranty service hereunder, Contractor shall submit a warranty claim to the OEM and use commercially reasonable efforts to enforce and administer such warranty claim, all on Client's behalf and for Client's benefit. For the avoidance of doubt, Contractor shall have no obligation to pursue litigation or to expend or incur any out-of-pocket costs in connection with its enforcement of the OEM Warranty. Contractor shall comply with all the warranty requirements set forth in the Agreement. In the event that this Agreement is terminated prior to expiration of an OEM Warranty with respect to any of the Covered Components, Contractor shall, to the extent allowable under the terms of such OEM Warranty, assign to the County the right to enforce such OEM Warranty with respect to such Covered Components.
- v. Contractor represents that it has the skills, expertise, licenses and permits necessary to ensure delivery of the EV Charging Stations and perform the Services required under this Agreement. Contractor warrants to County that it shall (a) perform the Services using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with to the standards observed by a competent practitioner of the same profession in which Contractor is engaged; (b) devote adequate resources to meet its obligations under this Agreement; and (c) ensure that all of Contractor's equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the County.
- vi. Contractor certifies to the County that none of Contractor and its employees and principals and subcontractors are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county

PowerFlex MSA
Amendment No. 1

government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

- vii. THE WARRANTIES SET FORTH IN THIS SECTION 7.B ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS WHICH EXTEND BEYOND THOSE SET FORTH IN THIS CONTRACT WITH RESPECT TO THE SERVICES AND DELIVERABLES.
- viii. Any applicable statute of limitations runs from the date of the County's discovery of the noncompliance of the EV Charging Stations or Services with the foregoing warranties. If the County gives Contractor notice of noncompliance pursuant to this Section, Contractor shall, to the extent required by this Section, promptly (i) replace or repair the defective or nonconforming EV Charging Stations and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Contractor and the delivery of repaired or replacement EV Charging Stations to the County, and, if applicable, (ii) repair or re-perform the applicable Services.

8. Low Carbon Fuel Standard (LCFS) Credits. California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. If applicable reporting requirements are met, LCFS credits ("LCFS Credits") are issued by the California Air Resources Board, and may be claimed by certain owners and operators of electric vehicle charging stations. As partial consideration for EV Charging Station Networking and Maintenance, including, but not limited to, Software, Software support, networking, remote Software maintenance, remote cloud-related services, and the other terms of this Agreement, the County agrees to designate Contractor to be the credit generator with respect to such EV Charging Stations during the Term of this Agreement, as allowed by 17 CCR § 95483(c)(2), and, Contractor will claim and County hereby assigns to Contractor, all available LCFS Credits issued during the Term and generated from use of EV Charging Stations delivered pursuant to this Agreement ("County LCFS Credits"). In order to effectuate this arrangement, the County and Contractor agree as follows for the Term of this Agreement, provided that Contractor is not in breach of any of the terms of this Agreement:

- i. In accordance with 17 CCR § 95483(c)(2), the County as the Fuel Supply Equipment (FSE) owner agrees, with respect to the FSE that are subject to this Agreement, that it will not elect to be a fuel reporting entity or credit generator. The County shall designate Contractor to be the credit generator for these FSE. Contractor hereby accepts all responsibilities as the designated fuel reporting entity and credit generator pursuant to 17 CCR § 95483(c)(2)(B). The County agrees to provide electricity data to Contractor as necessary for LCFS reporting pursuant to 17 CCR §§ 95483.2(b)(8), 95491 and 95491.1. Contractor shall be responsible

PowerFlex MSA
Amendment No. 1

for accurately reporting the LCFS data needed to obtain CARB's allocation of credits pursuant to 17 CCR § 95491 and any other applicable regulation or statute. Contractor shall be responsible for all Annual Compliance Reports and Reporting Requirements to CARB.

- ii. Notwithstanding the foregoing or any other provisions of this Agreement, upon termination of this Agreement, the County reserves the right to remove the EV Charging Stations and install other electric vehicle charging station equipment, in which case, such other electric vehicle charging station equipment, and any LCFS Credits that may be generated by such other electric vehicle charging station equipment shall not be subject to this Section 7.
9. Title to Property. Subject to the terms of this Section 8, title to, custody and control of each EV Charging Station, shall pass from Contractor to the County upon final acceptance by the County.
 10. EV Charging Station Ancillary Equipment. Contractor shall deliver to the County the ancillary EV Charging Station equipment listed below:
 - Kiosk
 - Nexus (load management controller)
 - Nexus Sense
 - Wireless Access Points
 - Pedestals
 - Wall Mounts (if required)
 11. Suspension for Convenience. COUNTY REPRESENTATIVE may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 60 days. COUNTY shall incur no liability for suspension under this Section 10, and such suspension shall not constitute a breach of this Agreement. Similarly, CONTRACTOR shall incur no liability or be financially, or otherwise, responsible for any rebates that may not be received as a result of any delay, suspension, or interruption of services that occurs at the direction of the COUNTY and/or COUNTY REPRESENTATIVE.

PowerFlex MSA
Amendment No. 1

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. The amount payable to CONTRACTOR under this Agreement for each accepted delivery of EV Charging Stations, Software, ancillary equipment, and Design Services in connection with such EV Charging Stations pursuant to a Work Order that has been approved by the Board of Supervisors of the COUNTY shall be the amount, including cost reimbursements, set forth in such approved Work Order, which amount shall be equal to the price of the EV Charging Stations and Software to be delivered pursuant to such Work Order (the "Work Order Price". The initial rates applicable to the Initial Order and all other Work Orders during the first year of the Term are set forth in Attachment B1 to this Exhibit B, attached hereto and incorporated herein by reference. The prices set forth in Attachment B1 and applicable to all Work Orders hereunder shall not increase more than three percent (3%) each year.
- B. Payment of each Work Order Price shall be made by COUNTY to CONTRACTOR as follows:
- i. Upon CONTRACTOR's delivery of all EV Charging Stations, Software, and Design Services necessary for the installation of such EV Charging Stations and Software, in accordance with the terms, conditions, and specifications set forth in the Agreement and in the applicable Work Order ("Delivery"), payment by COUNTY will be made to CONTRACTOR in the amount of 50% of the Work Order Price specified in the applicable Work Order with respect to such Delivery ("Initial Payment"). Following installation of such Delivery, COUNTY REPRESENTATIVE shall evaluate the quality and compliance of the Delivery and, if found to be satisfactory, shall initiate payment processing of the outstanding amount of the Work Order Price for such Delivery; *provided, however*, that if COUNTY REPRESENTATIVE determines that all or any part of such Delivery is not in full compliance with the terms, conditions, and specifications set forth in the Agreement and in the applicable Work Order, or is not otherwise satisfactory to COUNTY, COUNTY shall provide to CONTRACTOR written notice of such unsatisfactory Delivery and shall not initiate payment processing of the outstanding amount of such Work Order Price until Contractor cures such Delivery defect(s) to the satisfaction of COUNTY; *provided further* that, in the event that CONTRACTOR fails to cure such Delivery defect(s) to the satisfaction of COUNTY within 30 days after delivery of such written notice, COUNTY may reject any or all components of such defective Delivery and CONTRACTOR shall, upon COUNTY's request, provide to COUNTY a refund of the Initial Payment for such Delivery in the amount of the Initial Payment allocable to such rejected components of such defective Delivery. COUNTY shall pay invoices for satisfactory delivery of each Delivery within 30 days of completion of COUNTY's installation, testing and acceptance of such Delivery.
 - ii. COUNTY shall pay invoices for CONTRACTOR's satisfactory performance of Services under a Work Order within 30 days of COUNTY REPRESENTATIVE's receipt of a correct and complete invoice from CONTRACTOR for such Services, along with all required substantiating documentation, and reflecting the assigned Board Contract Number, provided

PowerFlex MSA
Amendment No. 1

that CONTRACTOR shall submit such invoices to COUNTY no more frequently than monthly. Such invoices will include a credit equal to the value of the County LCFS Credits as outlined in section 7 of Exhibit A.

- C. Payment for Services and/or reimbursable costs shall be made upon CONTRACTOR's satisfactory performance, as reasonably determined by COUNTY, based upon the terms, conditions, and specifications set forth in this Agreement, including the Scope of Work and all applicable Work Orders. Payment for Services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as set forth in **Attachment B1** ("Schedule of Fees"). Invoices submitted by CONTRACTOR for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of such invoiced charges and shall include supporting documentation if required in this Agreement or otherwise requested by COUNTY. The prices and labor rates set forth in Attachment B1 shall apply to all purchase of such items and services under this Agreement during the first year of the Term and, thereafter, shall apply to all purchases of such items and services, subject to annual increases of no more than three percent (3%) per year.
- D. CONTRACTOR shall submit to the COUNTY REPRESENTATIVE an invoice or certified claim on the County Treasury for the Services performed over the period specified. Such invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the Services performed and if found to be satisfactory and in accordance with the terms, conditions, and specifications of this Agreement, including the Schedule of Fees, shall initiate payment processing. COUNTY shall pay such invoices or claims for satisfactory work within 30 days of receipt of such correct and complete invoices or claims from CONTRACTOR.
- E. End-User Billing. COUNTY shall have the sole right and discretion to set the energy price for end users of the EV Charging Stations in accordance with applicable law and COUNTY policies.
- F. Quarterly Settlements. On a quarterly basis, CONTRACTOR shall pay to COUNTY an amount equal to the aggregate amount of all payments collected from end users of the EV Charging Stations.
- G. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payment shall not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or invoices, or to seek any other remedy under law or equity.

PowerFlex MSA
Amendment No. 1

Attachment B1

Equipment covered by the Agreement shall include Electric Vehicle Supply Equipment (EVSE) Level 2 capable of delivering 7kW to 20kW at a 10% discount from *PowerFlex Price List* MSRP by volume. EVSE DC Fast Charger (DCFC) capable of delivering 24kW to 640kW at a 3% discount from *PowerFlex Price List* MSRP by volume. EVSE mounts, Nexus products, full Design and Engineering and permitting services, as well as Contractor communication systems quality control reviews shall be included on the *PowerFlex Price List*. *PowerFlex Price List* is attached hereto and incorporated by reference, and shall be updated annually; provided, however, that such prices shall not be increased by more than three percent (3%) per year.



EVSE Equipment Price List for
the County of Santa Barbara
"Attachment B-1"



COUNTY of
SANTA BARBARA

2025



2025 PowerFlex EVSE Price List (L2's / Equipment)¹

EVSE Type	Make	Model	Sales Description	Ports	KW	RFID Enabled	MSRP Price	Discount Price
L2	LiteOn	LO-SC-48-25	48A SC Unit 25ft Cable (ISO Ready)	Single	Up to 11.5	Y	\$1,995	\$1,795
L2	LiteOn	LO-IC-48-25	48A IC Unit 25ft Cable (ISO Ready, LTE Enabled)	Single	Up to 11.5	Y	\$1,995	\$1,795
L2	LiteOn	LO-IC-48-25-POS	48A IC Unit 25ft Cable with POS (ISO Ready, LTE Enabled)	Single	Up to 11.5	N	\$2,350	\$2,115
L2	LiteOn	LO-IC-80-25	80A IC Unit 25ft Cable (ISO Ready, LTE Enabled)	Single	Up to 19.2	Y	\$2,450	\$2,205

Product Type	Model	Equipment	MSRP Price	Discount Price
Pedestal	P-6x5	Pedestal 6' x 5"	\$590	\$590
Pedestal	P-8x5	Pedestal 8' x 5" (with Cable Management System)	\$1,400	\$1,400
Controller	N-COR-120-WIFI	Controller / Gateway (Nexus Core)	\$2,500	\$2,500
Controller	N-REM-16	Nexus Remote	\$1,000	\$1,000
Controller	WAP-CYL	Access Point	\$250	\$250
Kiosk	KIOSK-2	Kiosk w/ Credit Card Reader (chip and NFC)	\$7,800	\$7,800
Holster	-	Z-Holster	\$25	\$25

¹Prices for L2 are showing after 10% from MSRP discount captured in the Master Agreement

2025 PowerFlex EVSE Price List (ABB L3's)¹

EVSE Type	Make ²	Model	Sales Description	Ports	kW (single/dual)	MSRP Price	Discount Price 1-2	Discount Price 3-5	Discount Price 6+
L3	ABB Terra 184	A-184-CCS2	ABB Terra 184 CCS/CCS	Dual	180/90	\$84,425	\$81,191	\$80,093	\$78,994
L3	ABB Terra 184	A-184-CCS2-CCR	ABB Terra 184 CCS/CCS w/ CC Reader	Dual	180/90	\$96,258	\$92,506	\$91,254	\$90,003
L3	ABB Terra 184	A-184-CCS2-CCR-BAC	ABB Terra 184 CCS/CCS w/ CC Reader Buy America Compliant	Dual	180/90	\$107,758	\$103,502	\$102,101	\$100,701
L3	ABB DC Wallbox	A-24-CCS	ABB Terra DC Wallbox 24kW CCS	Single	24	\$13,354	\$12,913	\$12,714	\$12,522

¹Prices for L3 are showing after 3% discounts captured in the Master Agreement

²All ABBs currently offered are RFID enabled

2025 PowerFlex EVSE Price List (ZeroVA L3's)¹

EVSE Type	Make ²	Model	Sales Description	Ports	kW (single/ dual)	MSRP Price	Discount Price 1- 2	Discount Price 3- 5	Discount Price 6+
L3	ZeroVA	ZRV-DCF-120-15FD-CCS	ZeroVA DS120, 120kW, Dual 300A Natural-Cooled CCS1, 15ft Cables	Dual	120/60	\$62,360	\$60,489	\$57,856	\$55,445
L3	ZeroVA	ZRV-DCF-120-23FD-CCS	ZeroVA DS120, 120kW, Dual 300A Natural-Cooled CCS1, 23ft Cables	Dual	120/60	\$66,270	\$64,282	\$61,488	\$58,928
L3	ZeroVA	ZRV-DCF-120-15FD-NAC	ZeroVA DS120, 120kW, Dual 380A NACS, 15ft Cables	Dual	120/60	\$62,360	\$60,489	\$57,856	\$55,445
L3	ZeroVA	ZRV-DCF-120-23FD-NAC	ZeroVA DS120, 120kW, Dual 380A NACS, 23ft Cables	Dual	120/60	\$66,270	\$64,282	\$61,488	\$58,928
L3	ZeroVA	ZRV-DCF-180-15FD-CCS	ZeroVA DS180, 180kW, Dual 300A Natural-Cooled CCS1, 15ft Cables	Dual	180/90	\$68,115	\$66,072	\$63,196	\$60,562
L3	ZeroVA	ZRV-DCF-180-23FD-CCS	ZeroVA DS180, 180kW, Dual 300A Natural-Cooled CCS1, 23ft Cables	Dual	180/90	\$73,570	\$71,363	\$68,259	\$65,417
L3	ZeroVA	ZRV-DCF-180-15FD-DCN	ZeroVA DS180, 180kW, One 300A Natural-Cooled CCS1 15ft Cable + One 380A NACS 15ft Cable	Single	180/90	\$68,115	\$66,072	\$63,196	\$60,562
L3	ZeroVA	ZRV-DCF-180-23FD-DCN	ZeroVA DS180, 180kW, One 300A Natural-Cooled CCS1 23ft Cable + One 380A NACS 23ft Cable	Single	180/90	\$73,570	\$71,363	\$68,259	\$65,417
L3	ZeroVA	ZRV-DCF-180-15FD-NAC	ZeroVA DS180, 180kW, Dual 380A NACS, 15ft Cables	Dual	180/90	\$68,115	\$66,072	\$63,196	\$60,562
L3	ZeroVA	ZRV-DCF-180-23FD-NAC	ZeroVA DS180, 180kW, Dual 380A NACS, 23ft Cables	Dual	180/90	\$73,570	\$71,363	\$68,259	\$65,417

¹Prices for L3 are showing after 3% discounts captured in the Master Agreement

²All ZeroVas currently offered are RFID enabled

2025 PowerFlex EVSE Price List (Accessories)

Equipment Type	Model	Sales Description	Price (\$/unit)
Cable Management System	A-24-CMS	ABB DC WB Single Cable Management System	\$1,400
Cable Management System	A-184-CMS	ABB Terra 184 Single Cable Management System	\$2,400
Cable Management System	ZRV-120-15FD- CMS	Zerova DS120/180 Cable Management System 15ft for 200A Dual CCS1	\$4,600
Cable Management System	ZRV-120-23FD- CMS	Zerova DS120/180 Cable Management System 23ft for 200A Dual CCS1	\$5,155
Credit Card Reader	ZRV-CCR	Zerova Nayax CCR + Bracket for DC Units	\$2,190
Preventative Maintenance	-	Annual Preventative Maintenance L3 (1 Year)	\$440
Preventative Maintenance	-	Annual Preventative Maintenance L3 (3 Year)	\$1,200
Preventative Maintenance	-	Annual Preventative Maintenance L3 (5 Year)	\$2,000
Preventative Maintenance	-	Annual Preventative Maintenance L2 (1 Year)	\$200
Preventative Maintenance	-	Annual Preventative Maintenance L2 (3 Year)	\$575
Preventative Maintenance	-	Annual Preventative Maintenance L2 (5 Year)	\$910
L2 Commissioning Fee	-	L2 PowerFlex X Remote Commissioning Fee (\$/port)	\$75
L3 Commissioning Fee	-	L3 PowerFlex X Remote Commissioning Fee (\$/port)	\$75
Additional Support	-	PowerFlex System Quality Control Review	\$500/site

2025 PowerFlex EVSE Price List (D&E Services)

Design and Engineering Services		Fee ¹
Due Diligence		\$975
Field Investigation (Includes flight, hotel, food)		\$4,825
Coordination Meetings (Per Hour)		\$250
Conceptual Design		\$2,675
Utility Coordination		\$5,350
1 Acre		\$9,625
2+ Acre (each additional acre)		\$1,600
Level 2		\$525
DC Fast Charger (Level 3)		\$1,600
Accessibility Compliance		\$2,675
Electrical Load Studies		\$1,600
Power System Studies (SKM Powertools)		\$5,350
Electrical Stamp		\$2,675
Pad/Deck Design Per Equipment (Deck requires as-builts)		\$1,600
Structural Stamp		\$800
Demolition Plan		\$1,600
Site & Horizontal Control Plan		\$1,600
Grading Plan		\$3,175
Erosion & Control Plan		\$1,275
Drainage Plan		\$2,650
Civil Details		\$1,275
Civil Stamp		\$2,650
Plan Check Review Support		\$2,650
As-Built (Per discipline)		\$2,650

¹Fee is per unit, number of units required to be determined on a project specific basis

PowerFlex MSA
Amendment No. 1

Attachment B2

Software and Support Services Fees Rate Schedule

<u>Software and Support Services Fee</u>	<u>Unit Price</u>
--	-------------------

Second Year	\$210
-------------	-------

The Software and Support Services Fees Unit Price is the price of one year of Networking and Maintenance in connection with one EV Charging Station (including the PowerFlex Platform). The Networking and Maintenance Fees Unit Price for all years after the second year shall be subject to annual increases of no more than three percent (3%) per year. For example, the Networking and Maintenance Fees Unit Price for the third year shall not exceed \$216.30.

The cost of networking and maintenance fees will be reduced each year by \$60/port for the value of the LCFS generated at each site.

PowerFlex MSA
Amendment No. 1

Compensation for Services: Assignment of LCFS credits generated during the term of this Work Order, and a discounted rate per port, per year, as more specifically described in Section H, below.

H. Compensation for Ongoing Services

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor as partial payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term of the Master Services Agreement, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term of the Master Services Agreement, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“Service Fees”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less \$60/port/year value of the County LCFS Credits.

PowerFlex MSA
Amendment No. 1

EXHIBIT H

Requirements for CEC EVSE Grant GFO-23-606 - ARV-24-022

The following recordkeeping and reporting requirements have been identified by the California Energy Commission and are hereby incorporated into the Agreement Draft Scope of Work for installations after April 1, 2025.

Operation & Maintenance

1. Commit to maintaining a charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation
2. Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
3. Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.

Data Reporting

1. Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
2. Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
3. Comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of this Agreement. Once regulations are final, they will apply to work under this Agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this Agreement.
4. The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
5. The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
6. For **networked chargers**, the charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.

PowerFlex MSA
Amendment No. 1

7. For **networked chargers**, the charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
 - a. HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
 - b. HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatResponse.
 - c. StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
 - d. BootNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger is powered on.
 - e. BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.
1. **For networked chargers**, ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
2. **For networked chargers**, ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60 minutes of the Remote Monitoring data's generation.
3. **For networked chargers**, ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide Remote Monitoring records to the CEC within 10 business days of request.
 - a. Provide digital records in a comma separated values (CSV) file unless another file format is approved by the CEC for the request.
 - b. Provide a clear and understandable data dictionary that describes each data element and any associated units with all digital records.
4. **For all chargers**, collect and retain the maintenance records specified below for each charging port installed and operated as part of this agreement for 6 years from the date the charging port begins operation. Provide maintenance records to the CEC within 10 business days of request.

Remote Monitoring Data for Networked Chargers

- a. All instances of the following Protocol Data Units (PDUs), specified in OCPP 2.0.1, that are transmitted between the charger and the central system.
 - a. HeartbeatResponse
 - b. StatusNotificationRequest
 - c. BootNotificationRequest
- b. The total number of charge attempts for the reporting period.
- c. The total number of successful charging sessions for the reporting period.
- d. The total number of failed charging sessions for the reporting period.
- e. The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period.

PowerFlex MSA
Amendment No. 1

Maintenance Records

- a. **For all chargers**, reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
- b. **For all chargers**, records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:
 - i. Date and time of the maintenance event
 - ii. Whether maintenance was corrective or preventive in nature
 - iii. Whether and for how long the charging port was in an inoperative state prior to maintenance.
 - iv. Whether the charging port was in an operative state following maintenance

Develop a template for CEC *Quarterly Reports on Charger and Charging Port Reliability and Maintenance* where each report shall include:

1. A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
 - a. **For networked charging ports**, the time after the charger has transmitted a StatusNotificationRequest indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent StatusNotificationRequest is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each StatusNotificationRequest shall be used to quantify downtime.
 - b. **For networked chargers**, the time between a BootNotificationResponse transmitted by the Central Management System and the last HeartbeatResponse transmitted by the Central Management System prior to the BootNotificationResponse. The timestamps in the relevant BootNotificationResponse and HeartbeatResponse shall be used to quantify downtime.
 - c. **For all charging ports**, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.
2. Prepare a summary of Excluded Downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. ‘Excluded Downtime’ includes:
 - a. **Before Initial Installation:** Downtime before the charging port was initially installed.

PowerFlex MSA
Amendment No. 1

- b. **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
 - c. **Vehicle Fault:** Any failure to charge or failure to meet the EV charging customer's expectation for power delivery due to the fault of the vehicle.
 - d. **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
 - e. **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each Vandalism or Theft event. A police report or similar third-party documentation is required to claim this as excluded time.
 - f. **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the chargers(s) to claim this as excluded downtime.
 - g. **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
 - h. **Operating Hours:** Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.
3. For **all charging ports**, prepare a summary and calculation of uptime and include in each Quarterly Report on Charger and Charging Port Reliability and Maintenance. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = T - D + ET * 100\%$$

U = Charging Port Uptime

T =

1. Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.
2. Q2 reporting period = 131,040 minutes.
3. Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

PowerFlex MSA
Amendment No. 1

4. For **networked charging ports**, prepare a summary of charge data and include in each Quarterly Report on Charger and Charging Port Reliability. The data will include:
 - a. Total number of charge attempts in the reporting period
 - b. Total number of successful charge attempts in the reporting period
 - c. Total number of failed charges in the reporting period
 - d. The percentage of successful charging sessions for the reporting period relative to the total number of charge attempts for the reporting period
 - e. A description of steps taken to reduce the number of failed charge attempts, and the success rate of those steps

For **all chargers**, prepare a summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability.