

**CHARGEPOINT®**  
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY.

THIS AGREEMENT GOVERNS REGISTRATION OF YOUR CHARGING STATION (OR THE CHARGING STATIONS OF THE ORGANIZATION YOU REPRESENT) ON THE CHARGEPOINT NETWORK AND ACTIVATION OF CHARGEPOINT NETWORK SERVICES ON YOUR CHARGING STATIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND CONDITIONS; IF NOT, YOU MAY NOT ENTER INTO THIS AGREEMENT AND MAY NOT USE THE CHARGEPOINT SERVICES.

SUBSCRIBER AGREES THAT IT MAY NOT AND WILL NOT ACCESS THE CHARGEPOINT NETWORK SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

1. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

1.1 **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.2 **"ChargePoint® Network"** means the open-platform network of electric vehicle charging stations and the vehicle charging applications it delivers, that is operated and maintained by CTI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

1.3 **"ChargePoint Services"** means, collectively, the various software as a service offerings made available for subscription by CTI.

1.4 **"ChargePoint Web Portal"** means any of the secure Internet web portals established and maintained by CTI which will allow Subscriber to access ChargePoint Services.

1.5 **"Charging Station"** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CTI or by another CTI licensed entity, which have embedded within them CTI hardware and/or firmware, enabling Subscriber to register and activate such charging stations on the ChargePoint Network.

1.6 **"CTI"** means Coulomb Technologies, Inc., a Delaware corporation.

1.7 **"CTI Marks"** means the various trademarks, service marks, names and designations used in connection with the CTI manufactured Charging Stations and/or the ChargePoint Network, including, without limitation, ChargePoint and ChargePass™.

1.8 **"CTI Intellectual Property"** means all Intellectual Property Rights of CTI relating to the CTI Marks, the ChargePoint Network, the ChargePoint Services, ChargePass, ChargePass Radio Frequency Identification Cards, ChargePass Accounts and all other Intellectual Property Rights of CTI, regardless of the nature of such rights.

1.9 **"Documentation"** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or the ChargePoint Network and made available from time to time by CTI to Subscriber in any manner (including on-line).

1.10 *"Effective Date"* means the date this Agreement is executed by Subscriber.

1.11 *"Intellectual Property Rights"* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.12 *"Malicious Code"* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

1.13 *"Party"* means each of CTI and Subscriber.

1.14 *"Cloud Services"* means the various "software as a service" offerings made available for subscription to Subscriber by CTI.

1.15 *"Services Fees"* means the fees payable by Subscriber to CTI for subscribing to any ChargePoint Services as set forth in an applicable purchase order issued by Subscriber and accepted by CTI. Services Fees shall also include all fees payable by Subscriber, if any, pursuant to the provisions of the Flex Billing Addendum set forth at the end of this Agreement.

1.16 *"Subscriber Authorized User"* means any person authorized by Subscriber to access and use its Charging Stations.

## 2. CTI'S RESPONSIBILITIES AND AGREEMENTS.

2.1 **NETWORK OPERATION.** CTI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the ChargePoint Network infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Networked Charging Stations to any ChargePoint Network operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Web Portal; and (iii) operating the ChargePoint Network in compliance with all applicable laws.

2.2 **LIMITATIONS ON RESPONSIBILITY.** CTI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) Specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise the ChargePoint Network; (ii) Continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) Continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CTI of the ChargePoint Network; (iv) Availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) Charging Stations that are not registered with and activated on the ChargePoint Network.

3. **PURCHASED CHARGEPOINT SERVICES.** CTI shall make the Purchased ChargePoint™ Services available to Subscriber pursuant to this Agreement and the applicable Purchase Orders for each Networked Charging Station during the Subscription Term. CTI represents and warrants that: (i) Authority -- it has the power and authority to enter into and be bound by this Agreement, (ii) Performance of ChargePoint™ Services -- the ChargePoint™ Services shall perform materially in accordance with the Documentation and this Agreement, (iii) Support for Purchased ChargePoint™ Services - it will provide all support for Purchased ChargePoint™ Services and technical support and

maintenance for all Software Applications as set forth in the Documentation, including, without limitation, Upgrades, (iv) Continuity of Purchased ChargePoint™ Services - It will use commercially reasonable efforts to make the Purchased ChargePoint™ Services available 24 hours a day, 7 days a week, 365 days per year, except for planned downtime (of which Subscriber shall be given not less than eight (8) hours prior notice via electronic messaging to the email address for notices specified in each Subscriber Account), (v) No Decrease in Functionality of ChargePoint™ Services -- subject to Section 2.3(vi), the functionality of the ChargePoint™ Services shall not materially decrease during the Subscription Term, (vi) Malicious Code - it will use commercially reasonable efforts to ensure that it does not transmit to Subscriber any Malicious Code (excepting Malicious Code transmitted to CTI by Subscriber or its Affiliates), and (vii) Compliance with Laws - comply with all applicable rules, regulations, ordinances, and laws of the United States and all other governmental entities governing, restricting, or otherwise pertaining or relating to the purchased Chargepoint Services and any services provided under this Agreement.

3a. CTI shall defend, indemnify and hold harmless Subscriber, its officers, employees and agents against any notices, claims, losses, suits, proceedings or liability ("Claim") brought by a third party arising or relating to the willful or negligent acts (active or passive) or omissions (including, without limitations, any willful or negligent acts (active or passive) or omissions relating to Section 2 of this Agreement) of CTI, its officers, employees or agents. This indemnity provision shall include any Claim from and against any and all third party against Subscriber, its officers, employees, and agents for (i) the infringement of any patent, copyright, trademark, service mark, trade name, trade secret or similar proprietary rights regarding Intellectual Property Rights (or license, access, or use rights therein) provided by CTI to Subscriber under this Agreement. The acceptance of said services by Subscriber shall not operate as a waiver of such right of indemnification. CTI agrees that it shall not settle any Claim unless Subscriber and its Affiliates, as applicable, are unconditionally released from any liability as part of any settlement. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any Intellectual Property Rights by the combination of a product (including the ChargePoint™ Services) furnished by CTI with other elements not furnished by CTI if such infringement would have been avoided by the use of the CTI product (including in conjunction with the CTI furnished ChargePoint™ Services) alone.

#### **4. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.**

**4.1 GENERAL.** Subscriber shall be solely responsible for: (i) Keeping current its contact information, email address for the receipt of notices hereunder, and billing address for invoices; (ii) updating on the ChargePoint Web Portal, within five (5) business days, the registered location to which any of Subscriber's Charging Stations are moved; (iii) The non-warranty maintenance, service, repair and/or replacement of Subscriber's Networked Charging Stations as needed, including informing CTI of the existence of any Networked Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; (iv) registration of and activation of Subscriber's Charging Stations on the ChargePoint Network; and (v) Operating and maintaining Subscriber's Networked Charging Stations in compliance with all applicable laws.

**4.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber represents and warrants to CTI that: (i) It has the power and authority to enter into and be bound by this Agreement and to install the Charging Stations and any other electrical vehicle charging products to be registered and activated on the ChargePoint Network at Subscriber Location(s); (ii) The electrical usage to be

consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) It has not installed or attached Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

**4.3 FURTHER AGREEMENTS OF SUBSCRIBER MADE IN CONNECTION WITH REGISTRATION OF CHARGING STATIONS ON THE CHARGEPOINT NETWORK AND USE OF CHARGEPOINT SERVICES.** Subscriber further acknowledges and agrees with CTI that: (i) Subscriber will not remove, conceal or cover the CTI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using ChargePoint Web Portals to comply with, all of the rules, regulations and policies of CTI; (iii) Subscriber shall be responsible for using the ChargePoint Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to Purchased ChargePoint Services, (B) not sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services to a third party, (C) not interfere with or disrupt the integrity of the ChargePoint Network, the ChargePoint Services or any third party data contained therein, and (D) not attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or their related systems or networks. All data collected by CTI in connection with the operation of the ChargePoint Network shall be owned by CTI; provided that Subscriber shall have the right to access and use such data, as it pertains to Subscriber's Charging Stations, through a subscription to one or more ChargePoint Services.

**5. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT SERVICES.**

**5.1 SERVICES FEES.** Subscriber shall pay all Services Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, (i) Services Fees are quoted in and payable in U.S. Dollars, (ii) Services Fees are based on Subscriber's choice of subscription to the ChargePoint Services and not on actual usage, (iii) payment obligations are non-cancelable and are non-refundable, and (iv) Services are non-transferable; provided that, Services may be transferred to a Charging Station that is purchased by Subscriber to replace a de-commissioned, previously networked, Charging Station.

**5.2 OVERDUE SERVICES FEES.** If any invoiced Services Fees are not received by CTI by the due date, then such charges: (i) may accrue late interest at the rate ("Interest Rate") of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) in the event Subscriber has not paid Services Fees within thirty (30) days of the due date, CTI may condition future Services renewals and acceptance of purchase orders for additional ChargePoint Services on payment terms other than those set forth herein.

**5.3 ACCELERATION AND SUSPENSION OF CHARGEPOINT SERVICES.** If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CTI may, without otherwise limiting CTI's rights or remedies, terminate this Agreement, and/or suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full.

**5.4 PAYMENT DISPUTES.** CTI shall not exercise its rights under Section 4.2 (Overdue Services Fees) or Section 4.3 (Acceleration and Suspension of ChargePoint Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

6. **AVAILABLE SERVICES.** A description of the various ChargePoint Services currently available for subscription is included in the ChargePoint web site <http://www.mychargepoint.net>. CTI may make other ChargePoint Services available from time to time, and may amend the features offered with respect to any ChargePoint Service at any time and from time to time.

7. **PROPRIETARY RIGHTS.**

7.1 **RESERVATION OF RIGHTS.** CTI reserves all right, title and interest in and to the ChargePoint Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. CTI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Authorized Users relating to the ChargePoint Services.

7.2 **RESTRICTIONS ON USE.** Subscriber shall not: (i) create derivative works based on the ChargePoint Services, (ii) copy, frame or mirror any part or content of the ChargePoint Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes, (iii) reverse engineer any Charging Station or Cloud Service, or (iv) access the ChargePoint Network, any ChargePoint Web Portal or the ChargePoint Services for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any ChargePoint Web Portal or the ChargePoint Services.

7.3 **GRANT OF LIMITED LICENSE FOR CTI MARKS.**

(a) **LICENSE GRANT.** Subscriber is granted under this Agreement the nonexclusive privilege of displaying the CTI Marks during the Term of this Agreement in connection with Subscriber Charging Stations. Subscriber warrants that it shall not use any of the CTI Marks for any products other than its Networked Charging Stations. From time to time, CTI may provide updated trademark usage guidelines with respect to Subscriber's use of the CTI Marks which will be made available on a ChargePoint Web Portal, in which case Subscriber thereafter shall comply with such guidelines. If no such guidelines are provided, then for each initial use of the CTI Mark, Subscriber must obtain CTI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CTI Mark in the approved manner. The CTI Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) **NO REGISTRATION OF CTI MARKS BY SUBSCRIBER.** Subscriber shall not directly or indirectly register or apply for or cause to be registered or applied for any CTI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a CTI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CTI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CTI.

(c) **TERMINATION AND CESSATION OF USE OF CTI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of the name "CTI" and the CTI Marks.

8. **LIMITATIONS ON CTI'S AND SUBSCRIBER'S LIABILITY.**

8.1 **LIMITATION OF LIABILITY.** CTI's aggregate liability under this Agreement shall not exceed the greater of (i) aggregate Services Fees paid by Subscriber to CTI in the calendar year prior to the event giving rise to the Claim or (ii) Ten Thousand Dollars (\$10,000).

**8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CTI'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.3 EXCLUSION OF WARRANTIES.** THE CHARGEPOINT NETWORK AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES THE IMPLIED WARRANTIES GRANTED BY CTI SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.4 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS.** Neither CTI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked Charging Stations to the ChargePoint Network; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with CTI. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

**8.5 CELLULAR CARRIER RESTRICTIONS.** IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CTI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CTI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER UNDERSTANDS THAT CTI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE SUBSCRIBER MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

## **9. TERM AND TERMINATION.**

**9.1 TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's subscriptions to ChargePoint Services.

**9.2 SUBSCRIPTION TERM.** Subscriptions to ChargePoint Services acquired by Subscriber shall commence on (i) if such services are acquired for use with a new Charging Station, the earlier to occur of (x) the date such new charging station is installed and provisioned on the ChargePoint Network

or (y) forty five (45) days after the date such new charging station is installed and (ii) in all other cases, the start date specified in the purchase order related thereto. ChargePoint Services subscribed to by Subscriber shall continue for the applicable subscription term (the "Subscription Term"), unless this Agreement is otherwise terminated, changed or canceled by CTI or Subscriber as allowed by the terms and conditions set forth herein.

### **9.3 TERMINATION.**

(a) **BY CTI.** This Agreement, all Subscription Terms and Subscriber's continuing access to ChargePoint Services may be immediately suspended or terminated: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days, or five (5) days in the case of any payment default, of the date of its receipt of written notice thereof, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CTI, or (iv) if, pursuant to the terms of this Agreement, CTI is otherwise permitted the right to terminate upon the occurrence of an event or events.

(b) **BY SUBSCRIBER.** This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CTI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CTI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber for convenience upon the voluntary deactivation and removal from registration via the applicable ChargePoint Web Portal of all Networked Charging Stations owned by Subscriber from the ChargePoint Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of any Service Fees as a result of such termination for convenience.

**9.4 REFUND OR PAYMENT UPON TERMINATION.** Upon any termination of this Agreement for cause by Subscriber pursuant to Section 8.3(b)(i), or (ii) the election of CTI to terminate this Agreement pursuant to Section 8.3(a)(iii), CTI shall refund to Subscriber a pro-rata portion of any pre-paid Service Fees based upon the Subscription Term for which such fees were paid and the remaining period of such Subscription Term. Upon any termination for cause by CTI pursuant to Section 8.3(a)(i), (ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the ChargePoint Network, Subscriber shall pay any unpaid Service Fees covering the remainder of all Subscription Terms. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees for any period prior to the termination date.

**10. AMENDMENT OR MODIFICATION.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

**11. WAIVER.** The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

12. **FORCE MAJEURE.** Except with respect to payment obligations, neither CTI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "*Force Majeure Event*"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

13. **APPLICABLE LAW.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in Santa Clara County, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

14. **SURVIVAL.** Those provisions dealing with the Intellectual Property Rights of CTI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto as contemplated hereby.

15. **SEVERABILITY.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

16. **ASSIGNMENT.** Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CTI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 15, CTI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of such a termination, Subscriber shall pay any unpaid Service Fees covering the remainder of the Service Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees or Session Processing Fees for any period prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CTI may assign its rights and obligations under this Agreement.

17. **NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT.** CTI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CTI and Subscriber to be created by this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Subscription, the number of stations for which such Subscription is ordered, the term of such subscriptions and applicable subscription fees. To the extent of any conflict or inconsistency between the terms and conditions of




this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

19. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document

20. **INSURANCE.** CTI agree to have and maintained the policies set forth in Exhibit A, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to the approval by the Risk Manager of the County of Santa Barbara as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. CTI agrees to provide County with a copy of said policies, certificates, or endorsements before any services is provided under this Agreement.

COULOMB TECHNOLOGIES, INC.

By:  \_\_\_\_\_  
(Signature)

Name: Antonio Canova

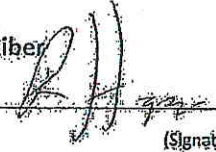
Title: Chief Financial Officer

Address:  Coulomb Technologies Inc  
1692 Dell Ave  
City: Campbell CA 95008-6901

State: Ca Zip Code: 95008  
Email Address for Notices: counsel@  
coulombtech.com

Date: 12/27/11

Subscriber

By:  \_\_\_\_\_  
(Signature)

Name: County of Santa Barbara  
Roy Hazeman

Title: Energy Manager

Address: 1105 Santa Barbara St  
City: Santa Barbara

State: Ca Zip Code: 93101

Email Address for Notices: \_\_\_\_\_

Date: 12/23/11

RHAPEWA @ CO. SANTA-BARBARA.CA.US

Agreement for **Master Services and Subscription Agreement**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

## FLEX BILLING ADDENDUM

Flex Billing Manager and Flex Billing Service

The Provisions of this Flex Billing Addendum apply in those situations where Subscriber charges Users for the use of its Networked Charging Stations and CTI provides management, collection and/or processing services related to such charges.

**Applicable Terms and Conditions.**

**1. Definitions.** The following defined terms shall apply for purposes of this Flex Billing Addendum (this "Addendum")

**"Net Session Fees"** means the total amount of Session Fees collected on behalf of the Subscriber by CTI less Session Authorization Fees, Session Processing Fees and Taxes and Regulatory Charges (as defined below), if any, required by law to be collected by CTI from Users in connection with the use of Networked Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Networked Charging Stations.

**"Session" or "Charging Session"** means a session during which a User is using Subscriber's Networked Charging Station to charge his or her electric vehicle and last for a continuous period of time measuring not less than five (5) minutes commencing when a User has accessed such Networked Charging Station and ending when such User has terminated such access.

**"Session Authorization Fees"** means the fees payable by the Subscriber to CTI to pre-authorize a Charging Session at a Commercial Networked Charging Station. The Session Authorization Fees is set forth below.

**"Session Fees"** means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

**"Session Processing Fees"** means the fees charged by CTI for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of Net Session Fees to Subscribers. The Session Processing Fee is set forth below.

**"User"** means any person using Networked Charging.

**2. FLEX-BILLING SERVICE FOR NETWORKED CHARGING STATIONS.**

**2.1. SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.

**2.2 DEDUCTIONS FROM SESSION FEES.** In exchange for CTI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CTI to deduct from all Session Fees collected: (i) a Session Authorization Fee; (ii) a Session Processing Fee; and (iii) to the extent required by Section 3, applicable Taxes and Regulatory Charges. The Session Authorization Fee and the Session Processing Fees shall be charged in an amount and subject to the terms set forth in this Addendum.

**2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CTI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal.

**3. TAXES AND REGULATORY CHARGES.** Unless required by law or otherwise stated herein, Session Authorization Fees and Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("*Taxes*") or any fees or other assessments levied or imposed by any governmental regulatory agency ("*Regulatory Charges*"). Subscriber is responsible for the payment of all Taxes and Regulatory Charges incurred in connection with Session Fees; *provided that*, CTI is solely responsible for all Taxes and Regulatory Charges assessable based on CTI's income, property and employees. Where CTI is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CTI from Session Fees, unless Subscriber has otherwise provided CTI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

**4. APPLICABLE FEES.** The following fee schedule sets forth the applicable Session Authorization Fees and Session Processing Fees to be charged by CTI in connection with the provision of Flex Billing Manager and Flex Billing services.

<u>Fee Schedule<sup>1</sup></u>	<u>Transaction Volume</u>	<u>For Each Charging Session using ChargePass™ Card (per Host)</u>	<u>For Each Charging Session Using Credit Card (per Host)</u>
<b>Session Authorization Fee<sup>2</sup></b>	<1,500/month	\$0.40 per Session	\$0.40 per Session
	<3,000/month	\$0.35 per Session	\$0.35 per Session
	<6,000/month	\$0.30 per Session	\$0.30 per Session
	>6,000/month	\$0.25 per Session	\$0.25 per Session
<b>Session Processing Fee<sup>3</sup></b>	<1,500/month	5.0% of Session Fees	6.0% of Session Fees
	<3,000/month	4.5% of Session Fees	5.5% of Session Fees
	<6,000/month	3.5% of Session Fees	4.0% of Session Fees
	>6,000/month	3.0% of Session Fees	3.5% of Session Fees

<sup>1</sup> Subscriber is required to separately subscribe for the ChargePoint™ Standard Service in order to activate its Charging Stations on the ChargePoint™ Network.

<sup>2</sup> The Session Authorization Fee may not be increased more than once in any twelve (12) month period nor more than the greater of (i) ten percent (10%) or (ii) the Consumer Price Index rate of change promulgated by the United State Bureau of Labor Statistics with respect to the 12-month period just then ended when any notice of change is given by CTI to Subscribers.

<sup>3</sup> CTI may increase the Session Processing Fee payable pursuant to this Agreement at any time after July 1, 2011, upon not less than one hundred eight (180) days notice (the "*Notice Period*") given by electronic notice posted to the Subscriber Portal and sent to each individual Subscriber Account, and any such change shall thereafter be binding and enforceable with respect to Subscriber after the expiration of such Notice Period; *provided, further*, that the Session Processing Fee may not be increased by more than one percentage point in any twelve (12) month period, nor in the aggregate, increased to more than twenty percent (20.00%) of Session Fees at any time.

Appendix A to Flex Billing Addendum: Account Information Form for Flex Billing Services

Complete and fax this form to Coulomb Technologies Sales Operations (+1- 214-716-1244) to sign up for Flex Billing services. All fields are required (except where noted).

**Business Info**

Business Legal Name: \_\_\_\_\_

Business Legal Address: \_\_\_\_\_  
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Business Federal Tax ID: \_\_\_\_\_

**Individual Point of Contact**

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Bank Account Info**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_  
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Bank Routing number or Swift Code: \_\_\_\_\_

Bank's Account number (if applicable): \_\_\_\_\_

Business's Account Number: \_\_\_\_\_

Business's Account Name: \_\_\_\_\_  
(Remit To Name, if different than Business Legal Name)

Business's Account Address: \_\_\_\_\_  
(Remit To Address, if different than Business Legal Address)

Business's Federal Tax ID: \_\_\_\_\_  
(if Remit To Entity is if different than Business Legal Entity)

**Additional Information (for Non-US Customers Only)**

Intermediary Bank Name: \_\_\_\_\_

Intermediary Bank Address: \_\_\_\_\_  
(Number) (Street) (City) (State/Province) (Postal Code) (Country)

Intermediary Bank Routing or Swift Code: \_\_\_\_\_

Intermediary Bank' Account number if applicable: \_\_\_\_\_

## Exhibit A

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

#### INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Exhibit A

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS  
for contracts NOT requiring professional liability insurance**

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.



# COUNTY OF SANTA BARBARA

PURCHASING AGENT  
105 EAST ANAPAMU ST. RM. 304  
SANTA BARBARA, CA 93101

**ORDER**

**PO05040**

Page No.  
1 of 1

PO Date  
DEC/23/2011

**REFER INQUIRIES TO BUYER:**

MARK MASONER  
Phone: 805-568-2692  
Fax: 805-568-2705

**SHIP-TO:** GS, UTILITIES  
ROY HAPMAN  
105 EAST ANAPAMU ST.  
SANTA BARBARA, CA 93101

**SUPPLIER:** Attn:  
COULOMB TECHNOLOGIES, INC.  
1692 DELL AVE  
CAMPBELL, CA 95008-6901

**BILL TO:** GS, UTILITIES  
ROY HAPMAN  
105 EAST ANAPAMU ST.  
SANTA BARBARA, CA 93101

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
		22278	DEC/31/2012	ROY HAPEMAN	115

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	1930+063+7124+1206+0000+0000 <i>Master Services &amp; Subscription Agreement, 2/yr Free Service and Nine (9) Charging Stations with No-Cost Installation</i>  <i>Note: Reference Executed Agreement Between Coulomb Technologies &amp; Roy Hapeman, County Energy Manager</i>	0.00 /LOT	0.00
			Tax 1:	0.00
			Tax 2:	0.00
			Total:	0.00

- 1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- 2) Mail invoices prepared in triplicate unless indicated otherwise (Include your taxpayer I.D. on invoice to the county), to the 'Bill to' address.
- 3) All duty and/or taxes must be shown separately on invoice where applicable.
- 4) This order is subject to the terms and conditions stated.
- 5) See reverse for non-discrimination in employment, hazardous chemicals, equipment safety standards.

*Robert Miskel*

COUNTY OF SANTA BARBARA



**COULOMB TECHNOLOGIES, INC.**  
**Limited Product Warranty**

This Limited Product Warranty applies to Charging Stations and/or related products ("**Products**") acquired under the ChargePoint America® Station Award Agreement between you and Coulomb Technologies, Inc. ("**COULOMB**").

**LIMITED WARRANTY:** Subject to the exclusions from warranty coverage set forth below, COULOMB warrants that the Product will be free from any defects in materials and/or workmanship (the "**Limited Warranty**") for a period commencing on the date of the initial installation of the Product and ending on December 31, 2013, or one (1) year after the date of the initial installation, whichever is greater (the "**Warranty Period**"). If the Product becomes defective in breach of this Limited Warranty, COULOMB will, upon written notice of the defect received during the Warranty period, either repair or replace, at Coulomb's election, the Product if it proves to be defective; *provided*, that COULOMB will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product. Notwithstanding anything to the contrary contained in this paragraph, with respect to any defect in materials and/or workmanship occurring during the period commencing on the date of installation and ending one (1) year thereafter, COULOMB shall pay for the costs of labor incurred in curing such defect, subject to a cap of two hundred dollars (\$200.00) per incident.

**FIVE-YEAR PARTS ONLY EXTENDED WARRANTY (Additional Charge Applies):** Subject to the exclusions from warranty coverage set forth below, if you have purchased a five (5) year extended warranty ("**Five-Year Extended Warranty**"), and if the Product becomes defective in breach of the Limited Warranty above at any time during the five (5) year period after the date of the initial installation of the Product (the "**Five-Year Warranty Period**"), COULOMB will, upon written notice of the defect received during the Five-Year Warranty Period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at Coulomb's election, if it proves to be defective; *provided*, that COULOMB will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

**COULOMB's Options:** You acknowledge that replacement products provided by Coulomb under each of the Limited Warranty and the Five-Year Extended Warranty may be remanufactured or reconditioned Products or, if the exact Product is no longer manufactured by COULOMB, a Product with substantially similar functionality ("**Replacement Products**"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or Five-Year Warranty Period, as the case may be, or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater.

**EXCLUSIONS FROM LIMITED WARRANTY AND FIVE-YEAR EXTENDED WARRANTY**

**IMPORTANT:** The Limited Warranty and, if purchased, the Five Year Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by COULOMB.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable COULOMB user's manual for the Product in question provided to you by COULOMB.
- Installation or relocation of the Products unless performed by COULOMB or by a COULOMB authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of COULOMB.
- Use of the Product with software, interfacing, parts or supplies not supplied by COULOMB.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Five-Year Extended Warranty above are subject to COULOMB's then prevailing current labor rates and other applicable charges.

**Third Party Products.** The above Limited Warranty and Five-Year Extended Warranty are exclusive of products manufactured by third parties ("*Third Party Products*").

#### **OBTAINING WARRANTY SERVICE**

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from COULOMB by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by COULOMB, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to COULOMB at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment. If you obtain an RMA# and return the defective Product as described above, COULOMB will pay the cost of returning the Product to COULOMB. Otherwise, you agree to bear such cost, and prior to receipt by COULOMB, you assume risk of any loss or damage to the Product. COULOMB is responsible for the cost of return shipment to you if the COULOMB Product is found to be defective. Returned products which are found by COULOMB to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at COULOMB's standard charges and shipped back to you at your expense. At COULOMB's sole option, COULOMB may perform repair service on the Product at your facility, and you agree to provide COULOMB with reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States. All replaced parts, whether under warranty or not, are the property of COULOMB.

#### **WARRANTY LIMITATIONS**

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY COULOMB, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COULOMB OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT. Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO AGENT OF COULOMB IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF COULOMB. COULOMB SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

#### **LIMITATIONS OF LIABILITY**

You acknowledge and agree that the consideration which you paid to COULOMB or one of its authorized distributors does not include any consideration by COULOMB or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. **THUS, COULOMB OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA,**

LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF COULOMB KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF COULOMB OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF COULOMB AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

#### ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

Except to the extent inconsistent with the above-referenced ChargePoint America™ Station Award Agreement, this Limited Product Warranty is the entire and exclusive agreement between you and COULOMB with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of COULOMB.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to COULOMB's address as follows:

Coulomb Technologies, Inc.  
1692 Dell Avenue.  
Campbell, California 95008-6901  
Tel: 408-370-3802  
Fax: 408-370-3847  
Email: [service@coulombtech.com](mailto:service@coulombtech.com)