

Coulomb  
Technologies

ChargePoint  
California

11/30/2011

Roy Hapeman  
County of Santa Barbara  
105 East Anapamu Street  
Santa Barbara, CA 93101

Dear Mr. Hapeman:

Congratulations! Your organization has been invited to participate in Coulomb Technologies ChargePoint America™ Program. The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy as part of the American Reinvestment and Recovery Act. Further, The California Energy Commission (CEC) has providing installation funding under the terms of Grant number ARV-09-007. In order to participate in the program and receive this offer of Charging Station(s), You must agree to all of the terms and conditions following. Furthermore, You need to:

1. Countersign at the end of this ChargePoint California Station Award Agreement (CPC) and provide a full copy back to Coulomb or your local representative.
2. Countersign at the end of the Master Services Subscription Agreement (MSSA) and provide a full copy back to Coulomb or your local representative.
3. Complete the attached Order Form or provide a \$0 PO to Coulomb Technology for the charging station(s). Please make sure the part numbers on the PO correspond to the part numbers on this letter and You provide a requested shipment date, ship to address with a contact name, phone number, and email address.
4. Return the documents within 30 days of the date of this letter. As the program nears completion, contracts will be accepted as program funds remain available.

Please note that delivery of the charging systems will be up to 4-6 weeks of receipt of PO and associated signed documents. We appreciate your participation in this exciting program and look forward to creating an electric vehicle charging infrastructure in your area.

Best regards,

Michael Jones  
Western Region Director  
ChargePoint America Program  
Coulomb Technologies

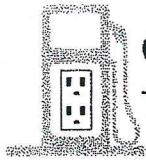
**CHARGEPOINT CALIFORNIA™ STATION AWARD AGREEMENT**

1. **Charging Stations.** Your organization (“You”) has been awarded, and may be awarded from time to time, one or more Coulomb Technologies, Inc. (“CTI”) electric vehicle charging stations under the ChargePoint America™ Program . The Program has been funded in part under the terms of Grant number DE-EE0003391 from the United States Department of Energy (the “DOE”) as part of the American Reinvestment and Recovery Act (“ARRA”). The charging stations will be installed at the locations specified on Appendix A, as amended from time to time to reflect the award of additional Charging Stations under this Station Award Agreement.

Product Name	Product Description	Product Code	Quantity	Unit Price	Total Price
CT2021C-GPRS-LOCK-CCR	Dual 208/240-Bollard with GPRS, locking holster, and credit card reader	CT2021C-GPRS-LOCK-CCR	7	\$0.00	\$0.00
CT2101C-GPRS-LOCK-CCR	Dual 208/240-30A & 120V-12A Bollard with GPRS, locking holster, and credit card reader	CT2101C-GPRS-LOCK-CCR	2	\$0.00	\$0.00

<b>Grand Total:</b>	<b>\$0.00</b>
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2. **Shipment and Delivery.** CTI will pay for the cost of standard delivery charges of the Charging Stations to the locations designated by You in writing to CTI. CTI shall choose the method by which Charging Stations are to be delivered. If You desire expedited delivery, You will be responsible for the payment of all delivery charges.
3. **Installation.** (a) In the event that You enter into a contract with, and use, the CTI installer designated by CTI, CTI shall pay for the costs of installation of the Charging Stations (in the amounts set forth in Appendix B) as provided through funding made available by the California Energy Commission (CEC) under the terms of Grant number ARV-09-007; provided that, in the event that You stop work on the installation of the Charging Stations, You shall be responsible for all costs incurred up through and including the date of cancellation (including any applicable cancellation or change fees). The contract You sign with the installer will include CTI as a party and will contain language indicating that CTI shall be solely responsible for the costs of installation of your Charging Stations. In no event shall CTI be liable to You for any damages or other costs (other than the costs of installation) related to the installation of Your Charging Stations. Should You wish to use your own installer, You shall request CTI’s permission, in its reasonable discretion, to do so no more than fifteen (15) days prior to the scheduled installation date. In such event, the installation of the Charging Stations shall be at your sole cost and expense. In addition, You should be aware, certain requirements must be met by all contractors and subcontractors working to install electric vehicles station equipment (EVSE) as part of the Grant. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal

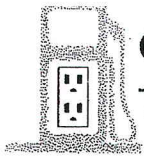


construction contracts or federally assisted contracts to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor. For the ChargePoint America program, construction includes all alterations, improvements and/or repair, including painting and decorating, performed on a site in performance of the installation of EVSE. In addition, because the Charging Stations are being awarded to You under a Federal program, in the event You use your own installer, such installer shall become subject to certain audit and other rights granted to the United States government and to CTI. Also, should You be authorized to use your own contractor to install the charging stations, the contractor will be required to submit to CTI or the applicable CTI Distributor within 5 days of the installation, the applicable DBRA related paperwork including (i) a certified payroll or a properly filled out US government form wh-347 and (ii) an invoice or receipt for the work done to install the charging station(s) including costs for panel rework, trenching, concrete pad placement, fixing the station, and electrical wiring. Furthermore, You shall indemnify and hold harmless CTI from all costs (including, without limitation, reasonable attorneys' fees), losses, charges, fees, fines and other expenses of any sort whatsoever, including, without limitation, the refusal of the DOE to provide reimbursement to CTI in respect of the Charging Stations awarded to You, incurred by CTI as a result of such installer's (i) failure to comply with any applicable law, including, without limitation, the Davis-Bacon Act or (ii) failure to provide CTI such documentation as is reasonably needed by it to comply with applicable DOE requirements.

(b) You agree to cause the installation of the Charging Stations, and the provision of such Charging Stations on the ChargePoint Network, within forty five (45) days of their delivery to You. In the event that the Charging Stations have not been installed by the expiration of such forty five day period, CTI reserves the right to reclaim the Charging Stations. In the event that You are having trouble arranging for the installation of the Charging Stations by an Authorized Distributor or an installer chosen by such Authorized Distributor, please contact CTI as soon as possible so that it can assist You in obtaining prompt installation of the Charging Stations.

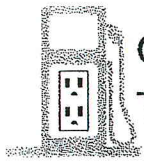
(c) The Charging Stations are not to be removed from their packaging by any person other than the Installer.

4. **Warranty/Limitation of Liability.** (a) **Warranty.** The Charging Station is covered by the terms of CTI's standard Warranty (the "Warranty") for a period beginning on the date of installation and running until December 31, 2013. A copy of the Warranty is included with this agreement. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into this Agreement. (b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4 AND IN THE WARRANTY, CTI MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION, THE CHARGEPOINT™ NETWORK STANDARD SERVICES OR THE CHARGEPOINT™ NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CTI DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE CHARGING STATION. (c) **Limitation of Liability.** (i) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CTI 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 CHARGING STATION, THE CHARGEPOINT™ NETWORK, ANY CHARGEPOINT™ NETWORK SERVICE PLANS, OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY YOU NOT SPECIFICALLY SET FORTH IN THIS ADDENDUM. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. (ii) YOUR SOLE REMEDY FOR ANY BREACH BY CTI OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO, AT CTI'S OPTION, REPAIR OR REPLACEMENT OF THE CHARGING STATION. (d) Warranty Exclusions. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 4 ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES YOU MAY HAVE AGAINST CTI WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, THE CHARGEPOINT™ SERVICE PLANS OR THE CHARGEPOINT™ NETWORK.

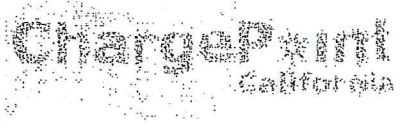
5. **Access to the Public.** All of the Charging Stations will be installed in a manner and in locations that make them available for access and use by the general public. The Charging Stations, and the facilities in which they are located, shall be kept clean and in good repair. You shall promptly call CTI or an Authorized Distributor in order to arrange for the repair of any non-functioning Charging Stations.
6. **Network Access.** As a part of the award, You will receive a free subscription for ChargePoint™ Network Commercial Service Plan, as defined in the ChargePoint™ Master Services Subscription Agreement (the "Master Services Agreement"), that will expire December 31, 2013 (the "Subscription Period"). You must execute a copy of the Master Services Agreement as a part of your obligations under this ChargePoint America™ Station Award Agreement and must keep the Charging Stations connected to the ChargePoint™ Network throughout the entire Subscription Period. CTI offers various other services, such as billing services, which may be accessed through the ChargePoint Network™. All of such services are subject to CTI's standard terms and conditions.
7. **Access to Information.** In consideration of your receipt of the Charging Stations and free subscription to ChargePoint™ Network Commercial Service Plan, You agree to provide and release to CTI, the DOE, such other participants and partners of CTI in the Program as CTI shall determine necessary, all data and information relating to You, Your electric vehicles, if any, and their use, the use by others of Your Charging Stations and Your use of the Charging Stations and any public Charging Stations and infrastructure (the "Data"). You acknowledge and agree that the Data may be used by any of the above-described persons for any purpose, including analyzing Your use and charging patterns, the public's use of Your Charging Stations, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Program. Your performance of this Agreement and willingness to supply and release Data to the persons described in the immediately preceding paragraph is a material condition to CTI's willingness to enter into this Agreement with You and provide the Charging Stations hereunder. You understand, acknowledge and agree that CTI will need Your reasonable cooperation and assistance, and You agree to provide your reasonable cooperation and assistance to CTI, so that CTI can successfully conduct its testing and collect Data from You, the Charging Stations, and public electric vehicle infrastructure utilized by You and others. Except as set forth in this Section 7, the use of the Charging Stations will be subject to CTI's standard privacy policy (the "Privacy Policy"). The Privacy



Policy is located on CTI's web site and may be accessed at:

<http://www.coulombtech.com/privacy-policy.php> Notwithstanding anything to the contrary contained in this Section 7, or in the Privacy Policy, CTI reserves the right, on behalf of the DOE, to collect certain anonymous information regarding the use and operation of the Charging Stations.

8. **Certain Rights of the United States Government.** Notwithstanding the fact that You are being awarded the Charging Stations under the Program, the United States Government reserves the right to seize the Charging Stations under certain, limited circumstances, including, without limitation, national emergency.
9. **No Right to Remove, Move or Sell the Charging Stations.** The Charging Stations may not be removed, moved or sold from their place of installation, prior to January 1, 2014, without the prior written consent of CTI.
10. **Failure to Comply with Terms of the Program.** In the event that You fail to comply with the terms of the program, including, but not limited to (i) the use of an CTI authorized installer (ii) providing documentation of the installation costs (iii) allowing public access to the station(s), You are liable for losses and/or damages incurred by CTI. If You fail to comply with the program or make restitution within 30 days of receiving a demand notice from CTI, CTI reserves the right to repossess the charging station(s) You received under the grant.
11. **Additional Charging Stations.** In the event that You have purchased Charging Stations that are to become a part of the Program, CTI's standard terms and conditions shall apply.
12. **No 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.
13. **Waiver.** CTI's failure at any time to require your performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CTI's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. CTI's failure 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 a CTI authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
14. **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 of California shall have exclusive jurisdiction over any claim arising under this Agreement.
15. **Severability.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either You or CTI will to any extent be determined 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, You and CTI or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.



- 16. Assignment. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CTI.
- 17. 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.
- 18. Priority. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. To the extent of any conflict or inconsistency between the terms and conditions of the Warranty and any purchase order, the Warranty shall prevail.
- 19. Availability of Stations - There is a limited number of charging stations in the program. Receipt of this ChargePoint America Station Award Agreement does not guarantee your organization a station. Allocation of remaining stations is at the sole discretion of CTI based primarily on the availability of program funds and return of completed agreements in a timely manner.

COULOMB TECHNOLOGIES, INC.

AWARDEE: County of Santa Barbara

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

Name: Antonio Canova

Name: Roy Hepperman

Title: Chief Financial Officer

Title: Energy Manager

Date: 12/27/11

Date: 12/27/11

[Agreement for Electric Vehicle Charging Stations]

**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  
COULOMB TECHNOLOGIES, INC  
MICHAEL JONES

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

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

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

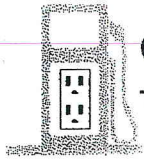
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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

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

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

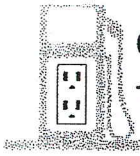
By: \_\_\_\_\_  
Risk Manager



#### APPENDIX A - CHARGING STATION LOCATIONS

- Station #1: 105 E. Anapamu Street, Santa Barbara, CA
- Station #2: 511 E. Lakeside Pky., Santa Maria, CA
- Station #3: 260 N. San Antonio Road, Santa Barbara, CA
- Station #4: 312 E. Cook Street, Santa Maria, CA
- Station #5: 1109 W. Chestnut Ave, Lompoc, CA
- Station #6: 2981 Cliff Dr, Santa Barbara, CA
- Station #7: 881 Embarcadero Del Mar, IV, CA
- Station #8: 2297 Finney Rd, Summerland, CA
- Station #9: 101 Freeway, Bates Rd, Summerland, CA





APPENDIX B -INSTALLATION COST SUMMARY

1. Coulomb Technologies will pay up to \$44,132.38 for installation of your Charging Stations, which is equal to the sum of the attached estimates (each, an "Estimate"), by the contractor providing the Estimate.
2. The estimates may require modifications prior to final acceptance of this agreement by Coulomb to meet certain conditions of California Energy Commission Grant ARV-09-007.
3. A summary of the individual estimates is listed below:

Estimate Reference #	Company	Description	Amount
767	CFCI	105 E. Anapamu Street	\$4,841.45
785	CFCI	511 E. Lakeside Pky.	\$7,529.54
774	CFCI	260 N. San Antonio Road	\$2,973.47
788 or Alternate (TBD)	CFCI	312 E. Cook Street or Alternate (TBD)	\$8,340.27
801	CFCI	1109 W. Chestnut Ave	\$4,447.26
770	CFCI	2981 Cliff Dr.	\$3,495.52
846	CFCI	881 Embarcadero Del Mar	\$5,334.57
773	CFCI	2297 Finney Rd.	\$2,459.52
772	CFCI	101 Freeway, Bates Rd.	\$4,710.78