

831



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency

SUBMITTAL DATE:
February 15, 2012

SUBJECT: ChargePoint America Grant Award for Electric Vehicle Charging Stations and Installation

RECOMMENDED MOTION: That the Board of Supervisors accept the grant award and terms and authorize the Chairman to sign the agreements from the ChargePoint America Program for the term of the date of acceptance through December 31, 2013.

BACKGROUND:

The ChargePoint America Program's goal is to provide local governments with electric vehicle (EV) charging stations. It is jointly funded by the Department of Energy (DOE) Grant number DE-EE0003391 as part of the American Reinvestment and Recovery Act of 2009 (ARRA), and the California Energy Commission (CEC) Grant number ARV-09-007. The grant administrator for both grants is Coulomb Technologies, Inc. (CTI). In April of 2011, Economic Development Agency (EDA) staff submitted a letter of interest to CTI with possible station locations to indicate interest in participating in the program.
(Continued)

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12-2012/13

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: ChargePoint America Program Grant Award 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Jennifer L. Sargent*
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: February 28, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

3.33

Prev. Agn. Ref.: N/A

District: 2/2, 3/3 **Agenda Number:**

FORM APPROVED BY COUNTY COUNSEL
1-18-11
Department Concurrence
By: *[Signature]*
Jim Sessions, Risk Manager
Riverside County Department Manager
MAMANTA C. WILLIS

Dept's Recomm.: Consent
Per Exec. Ofc.: Consent
 Policy
 Policy

BACKGROUND: (Continued)

In May of 2011, site visits were conducted by Coulomb Technologies to determine site conformance with grant requirements. In September of 2011, EDA was notified that four of the seven potential sites submitted met the grant requirements. The sites were then submitted to the DOE and the CEC by CTI for approval. On December 5, 2011, EDA received an award document providing five charging stations and installation for all four qualified sites. The approved sites and charging station counts are:

<u>Site</u>	<u>Address</u>	<u>City</u>	<u># of Stations</u>
10 th St. Parking Structure	3403 10 th St.	Riverside	1
Southwest Justice Center	30755 Auld Rd.	Murrieta	1
CAC Parking Structure	4080 Lemon St.	Riverside	1
12 th St. Parking Structure	3535 12 th St.	Riverside	2

During the term of the grant, the charging stations will be maintained by CTI, at their cost. At the end of the grant period (December 31, 2013), the charging stations become the property of the County. Maintenance of the charging stations will then be assumed by EDA Facilities Management and costs charged to the Energy budget.

One advantage of this particular model of charging station is that it accepts credit cards as payment for the electricity used. According to the grant terms, the County has authority to establish the rates charged to use the stations, thus providing the ability to recoup costs incurred by the County for electricity and station maintenance.

FINANCIAL DATA:

There are no costs associated with the acquisition and installation of the electric vehicle charging stations, as they are fully funded by the grants from the DOE and CEC, administered by Coulomb Technologies, Inc. Thus, there is no impact to the General Fund and no additional net county cost will be incurred as a result of this transaction.

The EDA energy division will work on developing the rate for the stations and will return to the Board for authorization of rates.



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
CT2001C-GPRS-LOCK-CCR	Single 208/240-30A, Bollard with GPRS, locking holster, and credit card reader	CT2001C-GPRS-LOCK-CCR	1	\$0.00	\$0.00
CT2003C-GPRS-LOCK-CCR	Single 208/240-30A, Wall mount with GPRS, locking holster, and credit card reader	CT2003C-GPRS-LOCK-CCR	3	\$0.00	\$0.00
CT2003C-LOCK-CCR	Single 208/240-30A, Wall mount with locking holster and credit card reader	CT2003C-LOCK-CCR	1	\$0.00	\$0.00

Grand Total:	\$0.00
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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

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(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. **Waiver of Jury Trial.** You and CTI each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.



- 16. **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.
- 17. **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.
- 18. **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.
- 19. **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.
- 20. **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.

By: _____
(Signature)

Name: Antonio Canova

Title: Chief Financial Officer

Date: 1/26/12

AWARDEE: COUNTY OF RIVERSIDE

By: _____
(Signature)

Name: John Tavaglione

Title: Chairman, Board of Supervisors

Date: FEB 28 2012

FORM APPROVED COUNTY COUNSEL
By: [Signature] 1-18-12
ANITA C. WILLIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY



APPENDIX A - CHARGING STATION LOCATIONS

- Station #1: 10th Street Garage, Riverside, CA
- Station #2: 30755 Auld Road, Riverside, CA
- Station #3: 4080 Lemon Street, Riverside, CA
- Station #4-5: 12th Street Garage, Riverside, CA



APPENDIX B -INSTALLATION COST SUMMARY

1. Coulomb Technologies will pay up to \$20,844.26 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
1077	CFCI	10th Street Garage	\$5,833.28
1079	CFCI	30755 Auld Road	\$7,777.70
1078	CFCI	4080 Lemon Street	\$5,833.28
1076	CFCI	12th Street Garage	\$1,400.00



127 La Porte Street, Unit M
Arcadia, CA 91006

Estimate

Date	Estimate #
12/5/2011	1077

Name / Address
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

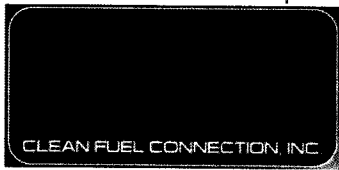
Ship To
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Project Name	P.O. No.
10th Street Garage	

Description	Qty	Rate	Total
Coulomb Installation: Install and wire 1 Coulomb CT2000 level 2 electric vehicle charger.	1	3,311.08	3,311.08
Coulomb Installation Materials Permitting to be billed at cost	1	2,522.20	2,522.20
Installation includes 50' of overhead conduit mounted to roof of parking garage from existing sub panel to installation location			

Special Instructions	Subtotal
This estimate is based on prevailing wage rates	\$5,833.28
	Sales Tax (0.0%)
	\$0.00
Total	\$5,833.28

Acceptance of Quote		
	Customer's Signature	Date



127 La Porte Street, Unit M
Arcadia, CA 91006

Estimate

Date	Estimate #
12/5/2011	1079

Name / Address
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Ship To
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Project Name	P.O. No.
Southwest Justice Center	

Description	Qty	Rate	Total
Coulomb Installation: Install and wire 1 Coulomb CT2000 level 2 electric vehicle charger.	1	5,411.01	5,411.01
Coulomb Installation Materials Permitting to be billed at cost	1	2,366.69	2,366.69
Installation includes 225' of overhead conduit, 15' of underground conduit and trenching, a new concrete pad for the charger			
Site Address 30755 Auld Road, Murrieta, CA			

Special Instructions	Subtotal	\$7,777.70
This estimate is based on prevailing wage rates	Sales Tax (0.0%)	\$0.00
	Total	\$7,777.70

Acceptance of Quote		
	Customer's Signature	Date



127 La Porte Street, Unit M
Arcadia, CA 91006

Estimate

Date	Estimate #
12/5/2011	1078

Name / Address
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Ship To
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Project Name	P.O. No.
Riverside County Admin ...	

Description	Qty	Rate	Total
Coulomb Installation: Install and wire 1 Coulomb CT2000 level 2 electric vehicle charger.	1	3,298.86	3,298.86
Coulomb Installation Materials Permitting to be billed at cost	1	2,534.42	2,534.42
Installation includes 60' of overhead conduit, charger is to be wall mounted in the garage at the center			
Site Address is 4080 Lemon Street Riverside CA Location 1			

Special Instructions	Subtotal
This estimate is based on prevailing wage rates	\$5,833.28
	Sales Tax (0.0%)
	\$0.00
	Total
	\$5,833.28

Acceptance of Quote	Customer's Signature	Date



Estimate

127 La Porte Street, Unit M
Arcadia, CA 91006

Date	Estimate #
12/5/2011	1076

Name / Address
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Ship To
County of Riverside Janet Purchase Energy Manager 3403 10th Street, Suite 300 Riverside, CA 92501

Project Name	P.O. No.
12th Street Garage	

Description	Qty	Rate	Total
Coulomb Installation: Install and wire 2 Coulomb CT2000 Level 2 electric vehicle chargers.	1	1,111.10	1,111.10
Coulomb Installation Materials Permitting to be billed at cost	1	288.90	288.90
Installation will include reuse of the existing wiring, breakers and circuitry.			

Special Instructions	Subtotal
This estimate is based on prevailing wage rates	\$1,400.00
	Sales Tax (0.0%)
	\$0.00
	Total
	\$1,400.00

Acceptance of Quote	Customer's Signature	Date

ChargePoint California Station Order Form

I, the undersigned, agree to order the following items at the designated prices per the ChargePoint California Award Letter dated **12/5/2011**.

Product Name	Product Description	Product Code	Quantity	Unit Price	Total Price
CT2001C-GPRS-LOCK-CCR	Single 208/240-30A, Bollard with GPRS, locking holster, and credit card reader	CT2001C-GPRS-LOCK-CCR	1	\$0.00	\$0.00
CT2003C-GPRS-LOCK-CCR	Single 208/240-30A, Wall mount with GPRS, locking holster, and credit card reader	CT2003C-GPRS-LOCK-CCR	3	\$0.00	\$0.00
CT2003C-LOCK-CCR	Single 208/240-30A, Wall mount with locking holster and credit card reader	CT2003C-LOCK-CCR	1	\$0.00	\$0.00

Grand Total:	\$0.00
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Please ship the charging system(s) to the following address:

Contact Name at ship to address: _____

Contact Phone at ship to address: _____

Contact email at ship to address: _____

I agree on behalf of my organization to the terms and conditions in the ChargePoint California Award Letter and the Master Services Subscription Agreement provided to me.

Signed: _____

Name: _____

Title: _____

Organization: _____

Date: _____

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. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

3.1 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.

3.2 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.

3.3 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.

4. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT SERVICES.

4.1 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.

4.2 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.

4.3 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.

4.4 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.

5. 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.

6. PROPRIETARY RIGHTS.

6.1 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.

6.2 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.

6.3 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.

7. LIMITATIONS ON CTI'S AND SUBSCRIBER'S LIABILITY.

7.1 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).

7.2 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.

7.3 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.

7.4 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.

7.5 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 AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS

SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. 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.

8. TERM AND TERMINATION.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **WAIVER OF JURY TRIAL.** Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of 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.

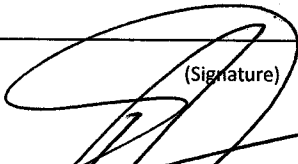
17. NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT. CTI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture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

COULOMB TECHNOLOGIES, INC.

By: _____


(Signature)

Name: Antonio Canova

Title: Chief Financial Officer

Address:  Coulomb Technologies Inc

City: 1692 Dell Ave
Campbell CA 95008-6901

State: _____ Zip Code: _____

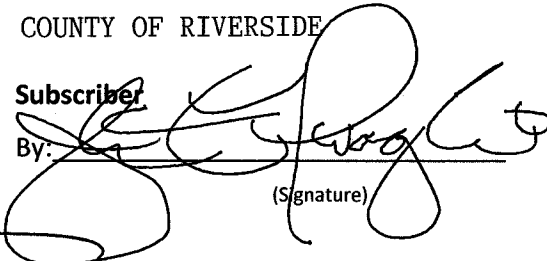
Email Address for Notices: counsel@
CoulombTech.com

Date: 1/26/12

COUNTY OF RIVERSIDE

Subscriber

By: _____


(Signature)

Name: John Tavaglione

Title: Chairman, Board of Supervisors

Address: 4080 Lemon Street

City: Riverside

State: CA Zip Code: 92501

Email Address for Notices: jpurchase@rivcoeda.org

Date: FEB 28 2012

FORM APPROVED COUNTY COUNSEL

BY:  ANITA C. WILABEST DATE 1-18-12

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

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 Schedule¹</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>
Session Authorization Fee²	<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
Session Processing Fee³	<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

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

² 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.

³ 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.

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 Schedule¹</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>
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	<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
Session Processing Fee³	<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

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

² 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.

³ 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: _____