

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



ITEM: 3.9
(ID # 23989)

MEETING DATE:
Tuesday, April 02, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT (FM): Approval of the First Amendment to the Master Services Subscription Agreement with ChargePoint, Inc., to Provide Proprietary Cloud Services Including Maintenance for the Total Aggregate of \$378,100 from January 30, 2024, through January 29, 2029; Without Seeking Competitive Bids. California Environmental Quality Act Exempt (CEQA) pursuant to State CEQA guidelines Section 15301 and Section 15061(b) (3); All Districts. [Total Cost \$378,100; up to \$50,000 in additional compensation– 100% Facilities Management (FM) – Energy Division Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the approval of the First Amendment to the Master Services Subscription Agreement (First Amendment) is exempt from CEQA, pursuant to State CEQA Guidelines Section 15301 Existing Facilities and Section 15061(b) (3), "Common Sense" Exemption;

Continued on Page 2

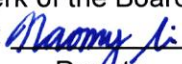
ACTION:Policy


Rose Saigado, Director of Facilities Management 3/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 2, 2024
xc: FM

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the First Amendment with ChargePoint Inc., for 72 EV charging stations operated and maintained with ChargePoint proprietary equipment and software from January 30, 2024, through January 29, 2029, for the total aggregate amount of \$378,100, and authorize the Chair of the Board (Chair) to execute the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to exercise options, including the addition of service locations, that stay within the intent of the Agreement and do not to exceed \$50,000 for the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 31,508	\$ 75,620	\$ 378,100	\$ 75,620
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% FM Energy Division Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This action seeks approval of the First Amendment to the Master Services Subscription Agreement with ChargePoint, Inc., a Delaware corporation. Previously, County of Riverside Facilities Management (FM) had several contracts for the 72 County-owned EV charging stations and 140 charging ports. The First Amendment will incorporate the FM EV charging stations into the existing Master Services Subscription Agreement which will effectively consolidate all the existing FM contracts under the one agreement with ChargePoint which will streamline the administrative oversight to keep the network maintenance and management programs operated and maintained by ChargePoint operating efficiently.

With implementation of the First Amendment, the County will have ChargePoint implement full-service programs for all the 72 EV charging stations, extend network software services, provide on-site maintenance and management services, while making the term and duration of the services concurrent so that the expiration dates fall within the same allotted date. ChargePoint is considered the Sole Source provider for simultaneous on-site maintenance and management to charging stations (Assure Plan) and network software service for continuous monitoring and technical support (Cloud Services Plan). The ChargePoint stations operate on the ChargePoint Network which uniquely allows the County to manage all aspects of EV charging stations and guarantees a 98% annual station uptime for the 72 stations.

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

Through the web-based Cloud Services dashboard, Riverside County can track station usage and energy costs, set pricing, process payments, run reports and deliver 24x7 driver support. The ChargePoint Network also notifies station owners by email when any station is having operational issues. The Cloud Services and Assure Maintenance and Management Services plans are a necessary component of keeping these stations operational for maintaining cost efficiency and maximizing uptime service. With implementation of the First Amendment, the Purchasing Agent will also be able to exercise options, including the addition of service locations, that stay within the intent of the Agreement and do not to exceed \$50,000 for the Agreement.

County-owned EV charging stations have reduced 896,872 kilograms of greenhouse gas emissions which is equivalent to planting 22,997 trees that have grown for a period of 10 years. As of September 30, 2023, there have been a total of 58,142 EV charging sessions which is an increase of 32,130 sessions from September 30, 2022. These efforts contribute to Riverside County's commitment to air quality improvements and sustainable communities.

The implementation of the Service Agreement would not alter the existing development footprint or result in an increase in capacity; and is limited to creating a mechanism to keep the existing EV charging systems fully operational, without significant down times. Therefore, the Agreement is exempt as the application meets the scope and intent of the Class 1 Existing Facilities Categorical Exemption identified in Section 15301 and Section 15061 (b)(3) "Common-Sense" Exemption. A Notice of Exemption will be filed by FM staff with the County Clerk and the State Clearinghouse within five days of Board approval.

Impact on Residents and Businesses

EV charging stations provide numerous benefits for residents and businesses. They improve accessibility for EV drivers, support the growth of the local economy, reduce grid load, and can make a substantial impact in reducing greenhouse gas emissions. This reduction plays a vital role in combating climate change and creating a cleaner environment.

Additional Fiscal Information

The County of Riverside Board of Supervisors adopted Ordinance No. 626 relating to parking fees and EV charging stations rates which establishes cost recovery of electricity, network software services, and maintenance and management services to ensure funding of this item.

Description:	FY 23/24	FY 24/25	FY25/26	FY26/27	FY27/28	FY 28/29	Total
Annual cost for Cloud Service	\$17,000	\$40,800	\$40,800	\$40,800	\$40,800	\$23,800	\$204,000
Maintenance Agreement (Assure)	\$14,508	\$34,820	\$34,820	\$34,820	\$34,820	\$20,312	\$174,100
Additional Compensation							\$50,000
Total Per FY	\$31,508	\$75,620	\$75,620	\$75,620	\$75,620	\$44,112	428,100

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

Contract History and Price Reasonableness

On February 28, 2012 (M.O. 3.33), the Board of Supervisors approved the ChargePoint California Station Award Agreement and the Master Services and Subscription Agreement with Coulomb Technologies, Inc (CTI), now known as ChargePoint, Inc. with the County Department of Waste Resources and terms were extended on November 3, 2020 by County Purchasing.

FM previously purchased ChargePoint Stations on February 28, 2012 (M.O. 3.33) and June 25, 2019 (M.O. 3.11) with grant funds that had separate contracts for both of the grant awards. Now FM has collaborated with County Purchasing to create a First Amendment to the Master Services Subscription Agreement to consolidate all of the FM EV charging stations under one agreement to provide ChargePoint Cloud, Assure Maintenance and Management services. ChargePoint builds in discounts to its pricing for multiple-year renewals and the County has negotiated a discounted 5-year contract amount of \$378,099, that will result in substantial savings of \$111,121 over the five-year term. This provides the County with the opportunity to lock in current discounted pricing and budget for future renewals which could include price increases not yet known.

Attachments

- FMARC-0535 Electric Vehicle (EV) Stations Service Agreement with ChargePoint inc.
- Master Services And Subscription Agreement
- Sole Source Justification for ChargePoint
- Notice of Exemption



Ryan Yabko 3/20/2024



Aaron Gettis, Chief of Deputy County Counsel 3/22/2024

FM Staff to file

Riverside County
Facilities Management
3450 14th Street, Riverside, CA 92501

NOTICE OF EXEMPTION

March 14, 2023

Project Name: Approval of First Amendment to the Master Services Subscription Agreement with ChargePoint, Inc., to Provide Proprietary Cloud Services Including Maintenance for the Total Aggregate of \$378,100 from January 30, 2024, through January 29, 2029

Project Number: FM061030

Project Locations: 72 Stations Countywide (See attached table)

Description of Project: Previously, County of Riverside Facilities Management (FM) had several contracts for the 72 County-owned EV charging stations and 140 charging ports. The First Amendment will incorporate the FM EV charging stations into the existing Master Services Subscription Agreement which will effectively consolidate all the existing FM contracts under the one agreement with ChargePoint which will streamline the administrative oversight to keep the network maintenance and management programs operated and maintained by ChargePoint operating efficiently.

With implementation of the First Amendment, the County will have ChargePoint implement full-service programs for all the 72 EV charging stations, extend network software services, provide on-site maintenance and management services, while making the term and duration of the services concurrent so that the expiration dates fall within the same allotted date. ChargePoint is considered the Sole Source provider for simultaneous on-site maintenance and management to charging stations (Assure Plan) and network software service for continuous monitoring and technical support (Cloud Services Plan). The ChargePoint stations operate on the ChargePoint Network which uniquely allows the County to manage all aspects of EV charging stations and guarantees a 98% annual station uptime for the 72 stations.

Through the web-based Cloud Services dashboard, Riverside County can track station usage and energy costs, set pricing, process payments, run reports and deliver 24x7 driver support. The ChargePoint Network also notifies station owners by email when any station is having operational issues. The Cloud Services and Assure Maintenance and Management Services plans are a necessary component of keeping these stations operational for maintaining cost efficiency and maximizing uptime service. With implementation of the First Amendment, the Purchasing Agent will also be able to exercise options, including the addition of service locations, that stay within the intent of the Agreement and do not to exceed \$50,000 for the Agreement. The First Amendment to the Master Services Subscription Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the 72 EV Charging stations will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and 15061(b) (3), General Rule or “Common Sense” Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, and 15301.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the maintenance of the 72 ChargePoint EV Charging stations at facilities.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to maintenance and repairs to the existing 72 ChargePoint EV charging stations within Riverside County. The use of the facilities would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The maintenance and repairs to the 72 ChargePoint EV charging stations that would occur as a result of the First Amendment will not result in any direct or indirect physical environmental impacts. The use of the facilities would remain unchanged, continuing to provide public services. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ Date: 3-14-2024

Mike Sullivan,
County of Riverside, Facilities Management

FIRST AMENDMENT TO MASTER SERVICES AND SUBSCRIPTION AGREEMENT

This First Amendment to the Master Services a Subscription Agreement (“Amendment”), dated as of March 20, 2024, is entered into by and between ChargePoint, Inc. (“CPI”), a Delaware corporation with its principal place of business at 254 East Hacienda Ave., Campbell, CA 95008 and County of Riverside, a political subdivision of the State of California (“Subscriber”), with its principal location at 3450 14th Street, Riverside CA, 92501. CPI and Subscriber are each sometimes referred to herein as, a “Party,” and collectively as, “the Parties.”

WHEREAS, CPI and the County of Riverside previously entered into a certain Master Services and Subscription Agreement (the “MSSA”) effective the 3rd day of November, 2020;

WHEREAS, the Parties desire to have the terms and conditions contained within the MSSA govern the services provided under Quote Number 145136 with the following revisions as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties Agree as follows:

1. The disclaimer preceding Section 1 of the Agreement is hereby Deleted and replaced with the following:

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (“SUBSCRIBER” or “YOU”), AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

2. Section 9.1 of the Agreement is hereby Deleted and replaced with the following:

Section 9.1 TERM OF THE AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue for the term set forth in Subscriber’s Quote 145136.

3. Section 9.2 of the Agreement is hereby Deleted and replaced with the following:

Section 9.2 CLOUD TERM PLAN. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew pursuant to Quote 145123 originally purchased at the list price applicable thereto, subject to increases and Subscriber’s right to terminate

below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall be no pro-rate refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

3. If there is any conflict between the provisions of the MSSA and this Amendment, the provisions of this Amendment shall control. Except as amended and supplemented by this Amendment, the MSSA is ratified by the Parties and remains in full force and effect.


4. Each of the Parties represents and warrants that it has full capacity, right, power and authority to execute, deliver, and perform this Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Each of the Parties represents and warrants that upon full execution of this Amendment, the MSSA as amended by this Amendment shall be binding on all Parties.

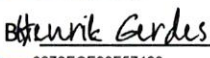
5. The MSSA, as amended by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements pertaining thereto.

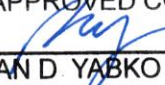
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

County of Riverside

CHARGEPOINT, INC.

By: 
Name: CHUCK WASHINGTON
Title: CHAIR, BOARD OF SUPERVISORS
Date: 4/02/2024

DocuSigned by:

0273ECE89F57429...
Name: Henrik Gerdes
Title: Chief Accounting Officer
Date: 3/20/2024

FORM APPROVED COUNTY COUNSEL
BY  3/20/24
RYAN D. YABKO DATE

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

APR 02 2024 3.9

Quote Options



ChargePoint ORG ID: 12160001

County of Riverside Facilities Management
3450 14th Street, Suite 200 Riverside,
California 92501

254 E. Hacienda Avenue
Campbell, CA 95008

All Prices in U.S Dollars

Hazel Spruel
(1951) 955-4990
HaSpruell@Rivco.org

ChargePoint Cloud Services

- 24/7/365 Driver support
- Station Owner Support 5am – 6pm Mon – Fri
- Payment processing & pricing
- Visibility on ChargePoint map
- Station configuration & reporting

	Option 1	Option 2
Select one Option:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extend Exp Date to:	8/30/2024	8/30/2028
Total Ports	126	140
Total Price	\$56,894.00	\$204,001.00

Assure - ChargePoint's Maintenance & Management Program

- 100% of all labor including vandalism & accident
- 100% parts for manufacturer defects
- 98% guaranteed uptime
- 1 business day repair dispatch
- Proactive station monitoring

	Option 1	Option 2
Select one Option:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
72 Stations	\$40,950.00	\$174,098.00

I decline ChargePoint Assure

Total: **\$ 378,099.00**

Terms and Conditions

1. The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
2. All pricing confidential between Customer and ChargePoint.
3. All invoices are: Net 30 days or prepaid.
4. Prices do not include tax where applicable.
5. Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
6. Customer to be invoiced at time of shipment
7. Additional purchase terms and conditions can be found at <http://www.chargepoint.com/termsandconditions>

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Quote Signatory

Name: _____

Title: _____

Signature: _____

Company: _____

Date: _____

Bill To

Company Name: _____

Address: _____

City, State, Zip: _____

Accounts Payable

Name: _____

Email: _____

Phone: _____

Price per sq. ft. Savings per year: Total Savings: \$3,819.40
 \$6,130.40 \$30,652.00

Three Year Assure \$174,098.00
 Site Validation \$174,098.00
 Total \$348,196.00

Option 1 \$40,950.00
 Site Validation \$40,950.00
 Total \$81,900.00

Option 2 \$174,098.00
 Site Validation \$174,098.00
 Total \$348,196.00

One Time Site Validation Fee \$5,000.00
 Successful Site Validation is required to enable ChargePoint Assure. If Assure/Service does not pass Site Validation Customer is responsible for cost of installation or site repairs. Cost of Site or Service is \$509.00

Site Locations: 5
 Station/Service does not pass Site Validation Customer is responsible for cost of installation or site repairs. Cost of Site or Service is \$509.00

Display Name	Location	Model Number	Station S/N	Current Warranty	Warranty Expiration (Months)	Co-Term Exp. Date	Days of Service	Co-Term Price	Price / Term of Service	Days of Service	Co-Term Price
CHT020H-DIG-W	2860 Washington St	CHT020-HD-GW	16014000114		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	82775 Plaza Ave	CHT020-HD-GW	15154100116		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	27775 Plaza Ave	CHT020-HD	15184100164		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	15094100044	Parts & Labor	10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	10706-10278 Pandy St	CHT020-HD-GW	165241008122		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4066 County Center Dr	CHT020-HD	170241000599		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4258 Fresno St	CHT020-HD-GW	185841000916		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	824 H Street St	CHT020-HD-GW	165241000919		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	33000 County Farm Rd	CHT020-HD-GW	152041001290		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	1012023	CHT020-HD-GW	152041001290	Parts Only	10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	8833 Mission Blvd	CHT020-HD-GW	215041001395		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3535 12th St	CHT020-HD	159441004452		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	1711451 PRINGO St	CHT020-HD	153441004871		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	82995 HWY 111	CHT020-HD-GW	148541004447		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	6221 Box Spring Blvd	CHT020-HD-GW	200341001940		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	18390 Bundy Ave	CHT020-HD-GW	151641001756		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	16791 Davis Ave, Riverside	CHT020-HD-GW	161041001436		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	16791 Davis Ave, Riverside	CHT020-HD	151841002000		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	2076 N Main St, San Mateo	CHT020-HD-GW	151841002000		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	18440 Redwood Ave	CHT020-HD-GW	184441001796		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	30755 Alld Rd	CHT020-HD-GW	175141001810		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3674495 Buena Vista Ave	CHT020-HD-GW	194941001820		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4600 Crestmore Rd	CHT020-HD-GW	173141009214		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	6060 Crestmore Dr	CHT020-HD-GW	194641002894		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4095 County Circle Dr	CHT020-HD-GW	151641001754		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4095 County Circle Dr	CHT020-HD	151841001967		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	10781-10279 Mads St	CHT020-HD-GW	151341001346		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	10781-10279 Mads St	CHT020-HD-GW	147341000607		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	880 N Main St	CHT020-HD-GW	151641001749		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	11111 Main St	CHT020-HD-GW	151841001883		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	8250342542 CA 111	CHT020-HD	151841001883		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	27575 Plaza Ave	CHT020-HD-GW	143441006332		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	82757 Plaza Ave	CHT020-HD-GW	143441006332		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4880 Tamark Rd	CHT020-HD-GW	151841001955		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	1475-1991 S Hargrave Ave St	CHT020-HD-GW	144941007794		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3075-3125 Myers St	CHT020-HD-GW	151341001350		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	20424048379 St	CHT020-HD-GW	151641001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	44159 Monroe St	CHT020-HD-GW	151641001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	7300 DELWOOD FORD DR	CHT020-HD-GW	151641001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	137 N PARK BLVD	CHT020-HD-GW	151641001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	137 N PARK BLVD	CHT020-HD-GW	215441006412		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3500 14th Street	CHT020-HD-GW	155641008101		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3500 14th Street	CHT020-HD-GW	159941009934		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3444 10th St	CHT020-HD-GW	151741001905		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3444 10th St	CHT020-HD-GW	151541001695		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3444 10th St	CHT020-HD	163241006069		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4080 Lemons Street	CHT020-HD-GW	151441001548		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3403 30th Street	CHT020-HD	164041005618		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3403 30th Street	CHT020-HD-GW	163941005215		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3552 Cactus Ave	CHT020-HD-GW	191541001188		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3552 Cactus Ave	CHT020-HD	175141011675		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26552 Cactus Ave	CHT020-HD	174241012976		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26552 Cactus Ave	CHT020-HD-GW	175041016145		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26552 Cactus Ave	CHT020-HD-GW	190441005706		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26552 Cactus Ave	CHT020-HD-GW	191341009139		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26552 Cactus Ave	CHT020-HD-GW	151541001585		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	183941021749	CHT020-HD-GW	183941021749		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3815 Laurel Ave	CHT020-HD-GW	151641001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	3815 Laurel Ave	CHT020-HD-GW	215041001730		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	30755 Alld Rd	CHT020-HD-GW	151841001977		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	11002 County Center Dr	CHT020-HD	193741020984		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	4851 Van Buren Blvd	CHT020-HD-GW	203241025146		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	151741001939		10/12/2023	8/30/2024	323	\$6,800.00	\$21,000.00	8/30/2028	\$2,490.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	231541006911	Parts & Labor	12/9/2025	8/30/2024	0	\$6,800.00	\$1,140.00	8/30/2028	\$1,553.00
CHT020H-DIG-W	26520 Cactus Ave	CHT020-HD-GW	193141001765	Parts & Labor	12/9/2025	8/30/2028	995	\$1,140.00	\$1,553.00	8/30/2028	\$1,553.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	210541005772	Parts & Labor	12/9/2025	8/30/2028	995	\$1,140.00	\$1,553.00	8/30/2028	\$1,553.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	210541005799	Parts & Labor	12/9/2025	8/30/2028	995	\$1,140.00	\$1,553.00	8/30/2028	\$1,553.00
CHT020H-DIG-W	26600 Cactus Ave	CHT020-HD-GW	210541006588	Parts & Labor	12/9/2025	8/30/2028	995	\$1,140.00	\$1,553.00	8/30/2028</	

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF ITS DEPARTMENT OF WASTE RESOURCES (“SUBSCRIBER” or “YOU”), AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

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

2.1 “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.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

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

2.5 *“ChargePoint Services”* means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 *“ChargePoint Application”* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *“Charging Station”* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *“Content”* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *“CPI Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *“CPI Property”* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

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

2.12 *“Effective Date”* means the date that Subscriber electronically accepts this Agreement.

2.13 *“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.

2.14 *“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.

2.15 *“Party”* means each of CPI and Subscriber.

2.16 *“PII”* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *“Provisioning”* means activating Charging Stations, warranties and Cloud Plans on ChargePoint

2.18 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor’s Charging Stations. A Rights Grantor shall be deemed to have

granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Cloud Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "Token(s)" means the serialized proof of purchase of a Cloud Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI 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 ChargePoint; (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

CPI of ChargePoint; (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.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's 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 and will not install or attach 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.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging

Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable. Subscriber is only obligated to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Subscriber's then current fiscal year.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI 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 Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) 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;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT 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. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

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 CPI 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, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI 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 Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services)

by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI 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 CPI 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. 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 CPI 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 CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL 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 the Subscriber's Cloud Plans. .

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew automatically for successive one year terms at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber's right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days' written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (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 within five (5) days in the case of any payment default) of Subscriber's 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 CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI 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, (ii) CPI 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, or (iii) without cause upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, 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 regardless of the termination of this Agreement.

10. INDEMNIFICATION. To the extent permitted by law, Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

CPI agrees to indemnify, hold harmless, and defend Subscriber and its affiliated companies, directors, officers, and employees, from and against loss, liability, cost, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, reasonable attorneys' fees and costs of litigation (hereinafter collectively referred to as "liabilities") arising out of injuries to third-parties, including death, or damage to property (i) to the extent arising out of CPI's negligence or willful misconduct or (ii) that result from or arise out of the actual or alleged misappropriation or infringement of any intellectual property rights in connection with the Charging Service. Notwithstanding the foregoing, CPI shall not indemnify Subscriber to the extent the claims are caused by Subscriber's negligence or willful misconduct.

11. INSURANCE. At all times during the Subscription Term of this Agreement, the Parties shall keep and maintain insurance described in Exhibit 4 (Insurance Requirements), or higher if required by law. Upon request, the Parties shall furnish, a certificate of insurance evidencing such insurance is in full force and effect.

12. GENERAL.

12.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement. Notwithstanding the above, CPI will provide advanced written notice to Subscriber of any material adverse change to the Agreement. If the changes will have a material adverse change on Subscriber, then CPI will either allow Subscriber to terminate this Agreement without penalty by providing written notice to CPI, or CPI will apply the prior Agreement before the material adverse change to Subscriber for the remainder of the current Term.

12.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

12.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI 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, including but not 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.

12.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Riverside, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may

be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

12.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

12.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

12.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

12.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

12.9 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.

12.10 ASSIGNMENT.

12.10.1 CPI may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to (i) any entity that directly or indirectly controls, is controlled by, or is under common control with CPI, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or ownership interests of such entity, (ii) CPI's successor pursuant to a merger, reorganization, consolidation or sale, or (iii) an entity that acquires all or substantially all of that portion of CPI's assets or business for which Subscriber's Charging Services were acquired or are being used.

12.10.2 Except as otherwise provided above, either party may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the non-assigning party (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, the non-assigning party shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

12.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) 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 Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency

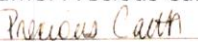
between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported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

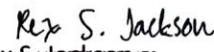
12.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

12.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

12.15 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.

12.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber: The County of Riverside
By:
Name: Precious Carter

Title: Procurement Contract Specialist
Date: 11/3/2020
Address:
14310 Frederick Street
Moreno Valley, CA 92553

ChargePoint, Inc. Signed by:
By: 
Name: Rex S. Jackson
Title: Chief Financial Officer
Date: 11/27/2020
Address:
254 E. Hacienda Ave
Campbell, CA 95008

APPROVED AS TO FORM
COUNTY COUNSEL


Deputy County Counsel
Susanna Oh

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session”** or **“Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI will remit Net Session Fees to Subscriber, not less than quarterly, provided that the amount due to Subscriber hereunder is at least two hundred and fifty U.S. Dollars (\$250) (or, if Subscriber is located in Canada, two hundred and fifty Canadian dollars) or more. Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by ACH. In order to facilitate such payments, Subscriber agrees to provide to CPI, or its payment provider, Subscriber's bank information to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than ACH (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable taxes whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **"API Implementation"** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **"API Documentation"** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **"CPI Site Terms"** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 **“Rights Grantor”** means Subscriber.

1.2 **“Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

EXHIBIT 4: INSURANCE REQUIREMENTS

Commercial General Liability

Limits: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate and Products/Completed
Operations Aggregate (Separately)

Coverage: Occurrence Form, Commercial General Liability including
Personal Injury, Products Liability, Completed Operations,
Blanket Contractual and Broad Form Property Damage Coverage,
Clients and Contractors Protective. Should provide primary (and
not contributing) coverage, containing cross-liability and
severability of interest clauses.

Per Location Limits: General Aggregate Limit applies per location.

Automobile Liability

Bodily Injury & Property Damage

Combined Single Limit - \$1,000,000 Each Accident

Coverage: Comprehensive Form including Employer's Non-Owned & Hired
Liability providing primary (and not contributing) coverage,
containing cross-liability and severability of interest clauses.

Workers Compensation: Statutory Benefits

Employers' Liability: \$500,000 Employers' Liability

This Workers' Compensation and Employer's liability insurance
must contain a waiver by the insurer of all rights of legal and
conventional subrogation against Client and Property
Management Company.

Umbrella/Excess Liability: \$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Forms for All Coverages: Copy of specific applicable additional insured endorsement and
waiver of subrogation endorsement must be attached and noted
on Certificate of Insurance.



Date: 11/7/2023
From: Rose Salgado
To: Board of Supervisors
Via: Brian Henwood/ Misty Alderaan
Subject: Sole Source Procurement; Request for Electric Vehicle (EV) Charging Stations Service

The below information is provided in support of my Department requesting approval for a sole or single source. (Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)

1. **Supplier being requested:** ChargePoint, Inc.

2. **Vendor ID:** 0000117846

3. **Single Source** **Sole Source**

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (If yes, please provide the approved sole or single source number).

Yes No

SSJ# _____

4a. **Was the request approved for a different project?** Yes No

5. **Supply/Service being requested:** Proprietary ChargePoint Cloud Service and Assure Maintenance Plan for Electric Vehicle charging stations. ChargePoint Cloud service provides software driver support, Station Owner & Driver support and station configuration and reporting services. ChargePoint Assure Maintenance plan guarantees a repair person will be dispatched within 1 day of issue to repair, and includes parts and labor for regular maintenance,

6. **Unique features of the supply/service being requested from this supplier.**

ChargePoint stations are equipped with self-reporting capabilities through the Cloud Service. When maintenance is required, these stations automatically trigger dispatch requests to ChargePoint technicians, ensuring timely maintenance and repairs.

Consequences for not having Assure Maintenance and Cloud Service plan – The stations go “off network” and cannot be used. Facilities Management Division currently operates 80 ChargePoint EV Stations, all require service, 8 of which need to be replaced (end-of-life). ChargePoint will not allow access to the equipment by another company. Facilities Management team of technicians do not possess the training or tools and are not qualified to perform the service (Facilities staff made the attempt and were unsuccessful).



6. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county: Cloud Service and Assure Maintenance is necessary to keep ChargePoint EV stations operational and available for use by the County. ChargePoint Cloud Service and Assure Maintenance are proprietary, making it exclusive to ChargePoint. No other company can offer Cloud Service for these machines, and only ChargePoint certified technicians have the expertise to maintain them. Failure to utilize ChargePoint for Cloud Service and Assure Maintenance will lead to the machines becoming inoperable.

7. Period of Performance: From: 01/30/2024 to 01/29/2029
 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

8. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 23/24	FY 24/25	FY25/26	FY26/27	FY27/28	FY 28/29	Total
Annual cost for Cloud Service	\$17,000	\$40,800	\$40,800	\$40,800	\$40,800	\$23,800	\$204,000
Maintenance Agreement (Assure)	\$14,508	\$34,820	\$34,820	\$34,820	\$34,820	\$20,312	\$174,100
Additional Compensation							\$50,000
Total Per FY	\$31,508	\$75,620	\$75,620	\$75,620	\$75,620	\$44,112	428,100

9. Price Reasonableness: *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

On December 15, 2011, the County of Riverside Economic Development Agency (EDA) Energy Department received notification that the County had been awarded grant funding providing for electric vehicle charging stations on county-owned sites. On February 28, 2012 (M.O. 3.33), the Board of Supervisors approved the ChargePoint California Station Award Agreement and the Master Services and Subscription Agreement with Coulomb Technologies, Inc (CTI), now known as ChargePoint, Inc.

ChargePoint is offering the Assure Maintenance plan with a term related discount, which uses their cloud-based service to report maintenance needs in real-time. The stations then dispatch vendors to themselves



for repair, all covered in the maintenance agreement. A 5-year contract pricing includes a 20% discount for a ChargePoint Commercial Plan. Assure (support, maintenance & warranty) 5-year pricing includes a 33% discount.

ChargePoint EV Chargers requires proprietary cloud service, which is a monthly fee to maintain connectivity. The vendor offers discounted pricing per the length of the contract that will garner a savings of \$22,225 which will save the County a total \$111,121 over the 5-year term of the contract.

10. Projected Board of Supervisor Date (if applicable): 01/30/2024
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

[Signature] ROSE SALGADO 11/21/2023
Department Head Signature (or designee) Print Name Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Approved with yearly costs NTE amounts listed above.

Not to exceed:

One-time \$ _____
 Annual Amount \$ See Above / per fiscal year through 1/29/29 (date) (If Annual Amount Varies each FY)

Meghan Hahn 1/9/24 24-168
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)