

EVENT

Lineworkers Rodeo

The ultimate venue for public power lineworkers to demonstrate their skill and knowledge while competing for professional recognition.



WHEN

March 29 - 30, 2019



WHERE

Colorado Springs, Colorado



2019 Public Power Lineworkers Rodeo

The Public Power Lineworkers Rodeo is the foremost showcase of public power lineworker skill and knowledge. At the Rodeo, journeyman and apprentice lineworkers compete for professional recognition, attend training courses, and practice essential skills in a safe environment. Furthermore, attendees have a unique opportunity to connect with and learn from the nationwide community of lineworker professionals.

The 2019 Public Power Lineworkers Rodeo will be held
March 29 - 30 in Colorado Springs, CO.

Attending: Scott Yost, Cody Richey, JD Silvey,
Jordan Osswald, Jerry Dunn

When: March 29-March 30, 2019

Where: Colorado Springs, Colorado

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Details	Cost	Total
Lineman Rodeo	\$ 250.00 X 4 Lineman	\$ 1,000.00
Rodeo Award Banquet	\$ 210.00	\$ 210.00
Hotel (4 Nights) March 27-March 30	\$ 440.00 X 5 Rooms	\$ 2,200.00
Total Lineman Rodeo Cost	\$ 3,410.00	\$ 3,410.00



Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Brian Levin
E-Mail: brian.levin@chargepoint.com
Telephone: 8479036652

Quote Number: Q-35663-1
Date: 9/6/2018
Expires On: 10/6/2018

Primary Contact: Steven Ostewig

Bill To Address
Steven Ostewig
Greenfield Power & Light
333 S. Franklin Street
Greenfield IN 46140
sostewig@greenfieldin.org
(317) 325-1379

Ship To Address
Steven Ostewig
Greenfield Power & Light
333 S. Franklin Street
Greenfield IN 46140
sostewig@greenfieldin.org
(317) 325-1379

ChargePoint as a Service

ChargePoint® as a Service (CPaaS) is the easiest way to provide electric vehicle (EV) charging solutions without having to purchase and maintain everything yourself. You get the site ready, and for an annual subscription fee ChargePoint takes care of the installation, monitoring and maintenance to provide maximum uptime with minimum effort.

5yr subscription ChargePoint as a Service.
Includes full suite of charging services.

Product Name		Year 1	Year 2	Year 3	Year 4	Year 5
CPAAS-DUAL-5						
	Price Per Year/ Station	USD 2,500	USD 2,500	USD 2,500	USD 2,500	USD 2,500
	Quantity	2	2	2	2	2
	Annual Billing Total	USD 5,000	USD 5,000	USD 5,000	USD 5,000	USD 5,000
	Estimated Tax					
	Annual Billing Grand Total	USD 5,000.00	USD 5,000.00	USD 5,000.00	USD 5,000.00	USD 5,000.00

Quote Total: USD 25,000.00

ChargePoint as a Service Grand Total: USD 25,000.00

Note

Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, PA, TX, WA) will be applied to this quote at time of invoicing.

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CHARGEPOINT AS A SERVICE AGREEMENT

This ChargePoint EV Charging as a Service Agreement (this “Agreement”) is made and entered into by and between (“Customer”), and ChargePoint, Inc., a Delaware corporation with its principal office located at 254 East Hacienda Ave, Campbell, CA 95008 (“CPI or “ChargePoint”) as of the date this Agreement is electronically accepted by Customer (the “Effective Date”). Customer and CPI are each sometimes referred to herein as a “Party” and collectively as the “Parties”.

PURPOSE OF THE AGREEMENT

The Parties are entering into this Agreement in order to describe the terms and conditions under which CPI shall provide an electric vehicle (“EV”) charging service subscription (the “Charging Service”) to Customer’s locations (each, a “Location”). As part of Customer’s subscription to the Charging Service, ChargePoint shall install one or more EV charging stations (“Charging Stations”) at each Location, as directed by Customer. Under the Charging Service, Customer shall, among other things, be entitled to create access control lists, charge EV drivers a fee, set EV charging pricing and access information regarding charging activity at the Charging Stations.

1. AGREEMENT TERM; SUBSCRIPTION TERM; EXHIBITS.

1.1. CPI offers Charging Services for terms of one, three and five years (each, a “Subscription Term”). Prior to the commencement of Charging Services, Customer shall make a binding election to subscribe to the Charging Services for either the one, three, or five year term by accepted the quote provided by CPI. CPI shall provide the Charging Service to Customer for the term specified by Customer (the “Term”).

1.2. Customer’s initial subscription term to Charging Services will commence on the first to occur of the following: (i) the date on which ChargePoint has caused the final installation of the Charging Stations and made the Charging Service available to Customer or (ii) sixty (60) days from the date Subscriber subscribes to the Charging Services (the date on which Customer’s subscription commences is referred to in this Agreement as, the “Subscription Commencement Date”). All renewal terms will begin on the day following the expiration date of Customer’s previous subscription term (the “Renewal Date”).

1.3. 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.

1. Exhibit 1: Site Preparation and Readiness Certificate
2. Exhibit 2: Flex Billing

3. Exhibit 3: API Terms
4. Exhibit 4: Terms Regarding Granting and Receipt of Rights
5. Exhibit 5: Insurance Policy Requirements
- 6. Exhibit 6: Termination Fee Schedule**

2. PAYMENTS.

Customer will be billed, annually in advance, for subscription fees. With respect to each subscription, ChargePoint will invoice Customer for its first payment on or after the Subscription Commencement Date. Thereafter, ChargePoint will invoice Customer on the Renewal Date. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. If any amount owing by Customer under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, terminate the subscription, suspend the use of the Charging Service, and/or enter onto Customer's premise for the purpose of reclaiming the Charging Stations. Customer shall be liable for all costs, including reasonable attorneys' fees and Charging Station recovery fees, incurred by CPI in connection with its efforts to collect any past due amounts.

3. CHARGING STATIONS.

3.1 Charging Stations. The Charging Services will be provided, in part, through the Charging Stations installed by ChargePoint at each Location. This Section describes the terms and conditions governing the installation of the Charging Stations at Customer Locations.

3.2 Site Preparation and Installation of Charging Stations.

3.2.1 Customer shall inform CPI of the parking spaces at which the Charging Stations are to be installed (the "Designated Parking Spaces"). Customer shall be responsible for performing Site Preparation, as described below. After Site Preparation is complete, CPI shall install the Charging Stations it intends to use to deliver the Charging Services. CPI has designated operations and maintenance partners (each, a "CPI Partner"), who can assist Customer with Site Preparation. All Site Preparation services performed by a CPI Partner on behalf of Customer shall be performed pursuant to a separate agreement between such CPI Partner and Customer. For purposes of this Agreement, the term "Site Preparation" shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to CPI's published specifications and available on CPI's website at <https://www.chargepoint.com/files/Make-Ready-Requirements-Specification.pdf>

3.2.2 After Customer completes Site Preparation, Customer will notify ChargePoint that it may install the Charging Stations by providing notice, in the form of a Site Preparation and Readiness Certificate completed by Customer's contractor, to Charging Point at the address for

such notices set forth in Section 19. Notwithstanding anything to the contrary contained in the immediately preceding sentence, the Site Preparation and Readiness Certificate is not required if a CPI Partner performs the Site Preparation work. In such event, Customer need only deliver notice to ChargePoint that Site Preparation has been completed for the Designated Parking Spaces. If Customer does not use a ChargePoint Partner to complete Site Preparation and if ChargePoint attempts to install the Charging Stations, but is unable to do so because the Site Preparation has not been completed in accordance with ChargePoint's published specifications, Customer agrees to pay a re-dispatch fee of \$300 within thirty (30) days of receipt of ChargePoint's invoice for such fee.

3.3 Maintenance of Charging Stations

3.3.1 ChargePoint shall ensure that the Charging Stations function in accordance with published specifications during the Term. In the event Customer knows of or becomes aware of any malfunctioning Charging Station, Customer shall promptly notify CPI of such malfunction. ChargePoint will respond to Customer within two business days of learning of a malfunctioning Charging Station. Customer will cooperate with CPI, so that CPI may remotely diagnose an issue with the Charging Station. Customer shall not directly or indirectly service, repair, modify or adjust the Charging Stations. ChargePoint's obligations include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence.

3.3.2 ChargePoint's obligations under this Section 3 do not include repairing, replacing monitoring or servicing anything other than the Charging Stations. For example, ChargePoint will not configure, repair, replace or otherwise maintain repeaters installed by Customer as part of the Site Preparation Process.

3.3.3 Customer agrees that it shall not interfere with, or cause its employees or agents to interfere with, CPI's performance of maintenance services, or in any other way interfere with CPI's responsibilities under this Agreement.

3.3.4 Customer agrees to provide CPI or its service partners with access, during normal business hours (9:00 a.m. to 5:00 p.m., Monday to Friday), to the Charging Stations in order to perform required maintenance work. In addition, Customer shall designate in writing a Customer manager who shall act as Customer's sole liaison with CPI for those matters covered by this Agreement. Customer shall update CPI in writing, in the event it wishes to designate a new Customer manager.

3.3.5 Customer agrees, at its own expense and at all times during the Term, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Designated Parking Spaces reasonably free of debris and rubbish and in good repair and condition.

4. CLOUD SERVICES TO BE PROVIDED. During the Term, ChargePoint shall make available to Customer Cloud Services necessary to permit Customer to manage the Charging Stations.

5. CPI'S RESPONSIBILITIES AND AGREEMENTS.

5.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (the “ChargePoint Network”); (ii) provisioning and operating, maintaining, administering and supporting the applications offered on the Cloud Services; and (iii) operating the ChargePoint Network in compliance with all applicable laws. CPI will protect the confidentiality and security of all personally identifiable information (“PII”) in accordance with all applicable laws and regulations and the CPI Privacy Policy.

5.2 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 Customer, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Customer’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; and (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions.

5.3 CUSTOMER’S RESPONSIBILITIES AND AGREEMENTS FOR CLOUD SERVICES

5.3.1 GENERAL. All use of the Cloud Services by Customer, 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 this agreement. All ChargePoint Services account details, passwords, keys, etc. are granted to Customer’s solely for Customer’s own use (and the use of its grantees of Rights), and Customer shall keep all such items secure and confidential. Customer shall use reasonable efforts to prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Customer’s Charging Stations, ChargePoint Services account(s) or other equipment. Customer shall immediately notify CPI upon becoming aware of any such unauthorized use.

5.3.2 REPRESENTATIONS AND WARRANTIES OF CUSTOMER. Customer 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 subscribe to the Charging Service; (ii) the electrical usage to be consumed by Customer’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 Customer is a party; and (iii) it has full power and authority to permit ChargePoint to install the Charging Stations at the Designated Parking Spaces.

5.3.3 USE RESTRICTIONS AND LIMITATIONS OF CLOUD SERVICES. Customer shall not:

- a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any data collected or maintained by CPI in connection with the operation of ChargePoint therein to any third party;

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

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

(d) reverse engineer, decompile or otherwise attempt to extract the source code of the Charging Services, including, without limitation, the Charging Stations and cloud services, or any part thereof, except to the extent expressly permitted or required by applicable law;

(e) create derivative works based on the ChargePoint Network, the Charging Services, or any of ChargePoint's 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, (the "CPI Marks") and all other CPI-supplied material developed by CPI;

(f) 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 therewith;

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

(h) access the ChargePoint Network, any part of the Charging Services for any 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;"

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

(j) upload, transmit or introduce any malicious code to ChargePoint or Charging Services;

(k) use any of the Charging Services if Customer is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(l) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) 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.

(m) Utilize the Content for any other purpose other than Customer's internal business purpose.

5.3.4 OWNERSHIP OF CONTENT. ChargePoint shall own and hold all right, title and interest in and to the following:

(a) Content, including all data collected or maintained by CPI in the operation of ChargePoint, the ChargePoint Services and the Charging Stations; and

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

5.3.5 LIMITED LICENSE TO CPI. Customer hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Customer's 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 Charging Services. CPI may utilize the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Customer in connection with its business (the "Customer Marks") to advertise that Customer is using the Charging Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Charging Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Customer Rights Grantees relating to the Charging Services.

5.3.6 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Customer shall not use any of the CPI Marks for or with any products, except in the manner permitted pursuant to CPI's usage guidelines. From time to time, CPI may provide updated CPI Mark usage guidelines, and Customer 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, Customer must obtain CPI's prior written consent, and after such consent is obtained, Customer may use the CPI Mark in the approved manner. All use by Customer of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

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

(i) as a part of the name under which Customer's business is conducted or in connection with the name of a business of Customer 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 Customer 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, the ChargePoint Network, or the Charging 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.** Customer 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 Customer by CPI. At no time will Customer 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, Customer will immediately discontinue all use and display of all CPI Marks.

5.3.7 ELECTRICAL, CELLULAR AND INTERNET SERVICE

INTERRUPTIONS. Neither CPI nor Customer 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 the ChargePoint Network; (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 the ChargePoint Network 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.

5.3.8 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"). CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. CUSTOMER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER 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.

6. TERMINATION BY CUSTOMER AND RENEWAL OF CHARGING SERVICE.

6.1 This Agreement may be immediately terminated by Customer, (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, or (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.

6.2 Upon any termination of this Agreement for cause by Customer pursuant to Section 5.1, CPI shall refund a pro-rata portion of the pre-paid subscription fees. Upon any termination for any other reason, CPI shall not refund any pre-paid subscription fees and Customer shall not be entitled to any refund of any pre-paid Installment Payment and must pay a termination fee identified in Exhibit 6.

6.3 Customer hereby grants CPI the right, upon termination of this Agreement, to enter the Property for the purpose of removing the Charging Stations and any equipment owned by CPI, and any other ancillary property of CPI relating thereto. Upon termination of the Agreement, CPI will no longer be bound to deliver the Cloud Services, customer support or any maintenance of any Charging Station. Customer agrees that it shall not interfere with, and will cause its employees and agents not to interfere with, CPI in conjunction with the service, maintenance or removal of the Charging Stations, or in any other way interfere with CPI's responsibilities under this Agreement.

6.4 If Customer terminates this Agreement at the end of the Term, Customer shall permit CPI to enter Customer's premises for the sole purpose of removing the Charging Stations. ChargePoint and Customer will schedule a date for CPI to remove the Charging Stations. Customer must provide CPI with written notice of its intent to terminate the Agreement at least sixty (60) days' prior to the initial Term's expiration.

6.5 Upon the expiration of the Term, to the extent Customer has not provided notice of non-renewal, the Charging Service shall continue and be billed on an annual basis.

7. TERMINATION BY CPI. This Agreement may be immediately terminated by CPI: (i) if Customer 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 Customer's receipt of written notice thereof; (ii) Customer 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) as otherwise explicitly provided in this Agreement.

8. INDEMNIFICATION.

8.1 "Damages" shall mean any injury, wound, wrong, hurt, harm, fee, damages, cost, expense, expenditure, or loss of any nature, including, but not limited to: (i) injury or damage to

any property or right; and (ii) injury, damage or death to any person or entity, (iii) attorneys' fees, witness fees, expert witness fees and expenses; and (iv) all other litigation costs and expenses.

8.2 "Claims" shall mean all claims, requests, accusations, allegations, assertions, complaints, petitions, demands, suits, actions, proceedings, and causes of action of every kind and description.

8.3 Customer shall indemnify, defend and hold CPI and its affiliates, and any of their respective directors, officers, employees, representatives and agents, and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) Customer's negligent acts or omissions, recklessness or willful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Property that are attributable to the Customer, including the Designated Parking Spaces, unless any such Damages arise out of or relate to CPI's negligence or willful misconduct.

8.4 CPI shall indemnify, defend and hold Customer and its affiliates, and any of their respective directors, officers, employees, representatives and agents, and their successors and assigns, harmless from and against any and all Damages from third-party Claims which arise out of or relate to: (i) CPI's negligent acts or omissions, recklessness or willful misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the Property that are attributable to CPI, including the Designated Parking Spaces, unless any such Damages arise out of or relate to Customer's negligence or willful misconduct.

8.5 CPI shall indemnify, defend and hold Customer harmless from and against any and all Damages from third-party Claims 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.

8.6 The obligations under this Section shall survive the termination or expiration of this Agreement.

9. OWNERSHIP OF CHARGING STATIONS. The Charging Stations are and shall remain the personal property of CPI, regardless of the manner in which they may be attached to any other property. Customer shall not permit any levy, lien or other legal process to be attached to the Charging Stations, and shall immediately notify ChargePoint if any of the foregoing shall occur. Customer acknowledges that, for purposes of the Uniform Commercial Code, the Charging Stations are provided to Customer pursuant to a subscription service, and not a secured financing. ChargePoint may make such filings under the Uniform Commercial Code, and in such jurisdictions, as it deems necessary in its sole discretion.

10. INTELLECTUAL PROPERTY.

10.1 Customer shall not: (i) create derivative works based on any of ChargePoint's intellectual property rights, including, without limitation, the Charging Service, Charging Stations, Cloud Services, 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, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the "Intellectual Property") (ii) copy, frame or mirror any part or content of the Intellectual Property, (iii) reverse engineer any Intellectual Property right or (iv) access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of ChargePoint's Intellectual Property.

10.2 All right, title and interest in the Intellectual Property shall remain, the exclusive property of ChargePoint.

11. [This paragraph intentionally omitted.]

12. **LICENSES; PERMITS.** Customer agrees that it shall obtain any and all necessary licenses and/or permits for the make ready electrical work, installation and operation of the Charging Stations.

13. **INJUNCTIVE RELIEF.** The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character. The Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, the Parties agree that the non-breaching Party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching Party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

14. **REPRESENTATIONS & WARRANTIES.**

14.1 CPI represents and warrants to Customer that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

14.2 Customer represents and warrants to CPI that it has the appropriate legal authority to execute this Agreement, that it has all requisite licenses and permits to perform pursuant to this Agreement, that it is not bound by any other agreement which precludes it from complying with

the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations or ordinances.

15. 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 lcfsnotification@chargepoint.com.

16. BINDING. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

17. GOVERNING LAW; 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. Any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, 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. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

18. LIMITATIONS OF LIABILITY.

18.1 Disclaimers of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR PROHIBITED BY APPLICABLE LAW, CPI EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE, OR THAT MAY HAVE BEEN MADE, IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, UNINTERRUPTED SERVICE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

18.2 Exclusion of Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CPI BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FOR THE LOSS OF DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, THAT IN ANY WAY ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF RELIEF, WHETHER OR NOT CPI HAS BEEN ADVISED TO THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF ANY CLAIM OR FINDING THAT A REMEDY SUFFERS A FAILURE OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO ANY DAMAGES WHICH ARISE OUT OF OR RELATE TO CPI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

19. **LIMITATIONS OF LIABILITY.** CPI's aggregate liability under this Agreement shall not exceed the aggregate subscription fees paid by Customer to CPI in the twelve (12) calendar months prior to the event giving rise to the liability. Notwithstanding the foregoing, this section shall not apply with respect to any Damages which arise out of or relate to CPI's indemnification obligations under this Agreement.

20. **NOTICES.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to CPI:

Notice of Site Readiness
ChargePoint, Inc.
c/o Site Readiness Department
7350 N. Dobson Road, Suite 104,
Scottsdale, AZ 85256
installdispatch@chargepoint.com

If to Customer:

If to Customer, to the billing address
and contact on file.

All other notices
Attn: Legal Department
ChargePoint, Inc.
254 E Hacienda Ave
Campbell, CA 95008

21. **INSURANCE.** At all times during the Term of this Agreement, the Parties shall keep and maintain insurance described in Exhibit 5, 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.

22. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

23. **FORCE MAJEURE.** If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of such Party, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

24. **EXHIBITS.** All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein.

25. **NO THIRD-PARTY RIGHTS.** The provisions of this Agreement are for the exclusive benefit of CPI and Customer only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.

26. **HEADINGS.** The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

26. **FINAL AGREEMENT.** This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

27. SEVERABILITY. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

28. CONFIDENTIALITY.

28.1 Customer acknowledges that all terms and conditions of this Agreement (the "Confidential Information") shall be deemed confidential and may not be disclosed to third-parties. Customer recognizes that CPI has legitimate business interests in protecting the Confidential Information, and as a consequence, Customer expressly agrees to the restrictions contained in this Agreement because they further CPI's legitimate business interests. The provisions of this Section 28.1 shall survive the expiration or other termination of this Agreement.

28.2 Notwithstanding anything in this Agreement to the contrary, Customer may disclose Confidential Information: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of Customer; (iv) in confidence, to accountants, banks and financing sources, and its advisors (who are bound by terms of confidentiality at least as strict as those set forth in this Agreement); (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; provided, however, that if Customer is required to disclose pursuant to clause (i) or (ii), Customer shall provide prompt prior notice thereof, if possible, to CPI to enable CPI at its sole cost to seek a protective order or otherwise prevent or restrict such disclosure.

29. ASSIGNMENT. This Agreement may not be assigned by Customer without the prior written consent of CPI. Notwithstanding the foregoing, Customer may assign this Agreement in connection with the sale of substantially all of its assets, a transfer to an affiliate, a merger, an acquisition, or any other similar transaction; provided that the assignee agrees to be bound by the terms of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts (including, electronic, facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

Subscriber:

ChargePoint, Inc.

Name:

Name: Jonathan Kaplan

Title:

Title: General Counsel

Date: _____

Date: _____

Address: _____

Address:

254 E. Hacienda Ave
Campbell, CA 95008

EXHIBIT 1: SITE READINESS NOTIFICATION

This Certificate is required to ensure the site selected by You, our Customer, or the contractor you've selected to perform the site preparation work, has been prepared as specified prior to your electric vehicle station installation. **Please note: It is critical that you and/or your site preparation contractor are aware of the scope and site preparation requirements prior to your submission of this notification, failure to meet requirements will result in a \$300 re-dispatch fee.**

I, _____, hereby certify that the following scope of work below has been completed. **I understand that if upon the arrival of the station installer, the site preparation is not accessible, complete or done to the specifications required to install the ChargePoint station(s), ChargePoint will invoice me \$300.00 for a re-dispatch fee.** Detailed data sheets and install guides describing the site readiness specifications can be found at: www.chargepoint.com/support-guides

Scope of Work:

1. All necessary electrical infrastructures have been completed per local codes and ChargePoint Specifications. **(Please provide picture of the open Electrical Panel)**
_____ Initials
2. If stations are to be pedestals all 2' x 2' x 2' concrete pad(s) have been poured and anchor bolts are installed per ChargePoint specifications. **(Please provide picture of the concrete pad(s) showing anchor bolts, conduit and wire)** _____ Initials
3. If stations are going to be wall mounted all conduit and wire has been run to the station location(s). _____ Initials
4. The cellular network at the location of the concrete pad or wall mount location as described above has been tested to be within cellular signal strength of -90dbm. _____ Initials

5. You have tested and verified that there is 30A of current for each dedicated circuit running to the station locations. _____ Initials
6. New 40 Amp breakers are in place. _____ Initials

Please submit this completed notification to installdispatch@chargepoint.com

Company Name:

By:

Name:

Title:

Date:

EXHIBIT 2: FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Customer may charge Users fees for the use of Customer’s Charging Stations. In order to charge such fees, Customer must subscribe to a Service 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 Customer. CPI will provide Customer with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Customer) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Customer 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, Customer shall be responsible for the payment of all Taxes incurred in connection with use of Customer’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Customer’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 Customer for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1 SESSION FEES. Customer shall have sole authority to determine and set in real-time Session Fees. Customer shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Customer's use of per-kWh pricing). Customer acknowledges that CPI is not responsible for informing Customer of applicable laws or changes thereto, and CPI will not be liable to Customer or any third party for any alleged or actual failure of Customer 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 Customer, the Customer 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 CUSTOMER OF NET SESSION FEES. CPI shall remit Net Session Fees to Customer not more than thirty (30) days after the end of each calendar month as directed by Customer from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Customer hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Customer, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Customer is responsible for the payment of all Taxes incurred in connection with Session Fees; 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 Customer is responsible, the appropriate amount shall be invoiced to Customer and deducted by CPI from Session Fees, unless Customer has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 3: API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Customer’s use of the APIs in connection with Customer’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 Customer software application or website that uses any of the APIs to obtain and display Content in conjunction with Customer 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 Service Plan subscribers.

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

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Customer 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 Customer’s Service Plan, and Customer’s particular Service Plan may not include all APIs and function calls then available from CPI.

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

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

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

(c) Content provided to Customer 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) Customer shall not:

(i) pre-fetch, cache, or store any Content, except that Customer may store limited amounts of Content for the purpose of improving the performance of Customer's API Implementation if Customer 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 Customer'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. Customer must:

(a) display to all viewers and users of Customer'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 Customer's API Implementation that, by using Customer's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

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

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

2.4 REPORTING. Customer 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, Customer agrees that each page comprising Customer's API Implementation will include a ChargePoint logo and will state that Customer's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Customer shall not:

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

(b) display any CPI Mark anywhere in Customer's API Implementation or on Customer's website if Customer'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 4: 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 Customer.

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

2. **TERMS.** This Section governs Customer’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 Service Plan(s) subscribed to by Customer. Customer may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Customer grant Rights in excess of those provided to it through the Service 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 Customer shall be subject to the terms and conditions of the Agreement (including without limitation Customer’s indemnification obligation pursuant to Section 10 thereof). Customer 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 Customer directly.

2.3 **NO AGREEMENT.** Customer 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 5: 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.

EXHIBIT 6: TERMINATION FEE SCHEDULE

The following Termination Fee shall apply to an early termination of the Customer based on the Subscription Term purchased by the Customer:

Subscription Term	Termination Fee
1. Three Year Subscription Term	\$1,000
2. Fiver Year Subscription Term	\$1,500