

## RESELLER TERMS AND CONDITIONS

These ReSeller Terms and Conditions are part of and incorporated into that certain Sale Agreement by and between Buyer and Seller (the “**Agreement**”). Buyer and Seller are collectively referred to as “**Parties**”.

Seller is in the business of selling and installing electric vehicle networked charging equipment manufactured and sold to Seller by third party manufacturers (“**Manufacturer**”). All Prices are exclusive of all additional sales and use taxes, imposed on the Units by the taxing jurisdiction of the location of the Property, if any. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Furthermore, Buyer understands and agrees that Seller may, in the event of Buyer failing or refusing to pay any balance due pursuant to the terms herein, turn off and disconnect the Units and remove the Units from the Property at any time without notice thereof.

Delivery. The Units will be delivered to the Designated Areas once the Make Ready Work is complete, subject to availability and Seller's inventory, using Manufacturer's standard methods for packaging and shipping such Units. Seller shall not be liable for any delays, loss, or damage in transit for any Units shipped directly by Manufacturer. If for any reason Buyer fails to accept delivery of any of the Units on the date fixed pursuant to Seller's notice that the Units will be ready for delivery to the Designated Areas, or if Seller is unable to deliver the Units on such date because Buyer has not provided payment, appropriate instructions, documents and/or authorizations: (i) risk of loss to the Units shall pass to Buyer; (ii) the Units shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Units until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, insurance and any additional charges incurred by Seller on behalf of Buyer with respect to installation delays).

Inspection and Rejection of Nonconforming Units. Buyer shall inspect the Units upon the later to occur of (i) the delivery or (ii) installation and commission thereof (“**Inspection Period**”). Buyer will be deemed to have accepted the Units (the “**Accepted Units**”) unless it notifies Seller in writing of any Nonconforming Units during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “**Nonconforming Units**” means only the following: (i) product shipped is different than identified in this Agreement; (ii) the product shipped is damaged; (iii) the product shipped does not work or is not functioning per specifications, or (iv) the product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Units, Seller shall, in its sole discretion, (i) replace such Nonconforming Units with conforming Units, to the extent available or with Units that are comparable, or (ii) credit or refund the Price for such Nonconforming Units at the pro rata contract rate. Buyer shall deliver, or cause to be delivered, at its expense and risk of loss, the Nonconforming Units to a location determined by Seller. If Seller exercises its option to replace Nonconforming Units, Seller shall, after receiving Buyer's Nonconforming Units, deliver to Buyer, at Buyer's expense and risk of loss, the replaced Units to the Designated Area for any such Unit. Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Units. Except as provided under Section 7(b), all sales of Units to Buyer are made on a one-way basis and Buyer has no right to return Units purchased under this Agreement to Seller.

Title and Risk of Loss. Title and risk of loss passes to Buyer upon receipt of the Accepted Units after the Inspection Period. As collateral security for the payment of the purchase price of the Units, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Units, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under Chapter 9 of the Texas Uniform Commercial Code. The security interest expires upon full payment of the Total Invoice Amount by Buyer. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of

this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.

Warranties. All Units are covered by a Manufacturers' warranty. The warranty shall commence upon commissioning of the Units and cover Unit failures due to defective or faulty installation, but only in those cases where Seller, as a Manufacturer certified Unit installer, itself installed the faulty units.

Limitation of Liability.

(a) **IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF THIS AGREEMENT, AND RELATED TO A BREACH OF CONTRACT CLAIM, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE UNITS SOLD HEREUNDER.**

(c) **Buyer acknowledges that Seller is not a manufacturer or developer of the Units, that Seller DISCLAIMS WITH RESPECT TO ALL UNITS, ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INTELLECTUAL PROPERTY INFRINGEMENT. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S SPECIFICATIONS OR PERFORMANCE OR ADEQUACY OR ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER.**

Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

Indemnification. Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, managers, shareholders, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Confidential Information. All non-public, confidential, or proprietary information of Seller, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations,

customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, regarding such subject matter.

Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) those Sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Amendments. No amendment to or modification of, or rescission, termination, or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to, or rescission, termination, or discharge of, this Agreement and signed by each Party.

Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights hereunder are Buyer's exclusive remedies for the events specified therein.

Assignment. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America (including its statutes of limitations and Tex. Bus. & Com. Code Ann. § 271.001 et seq.), without giving effect to the conflict of Laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

**WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.