

THE EV CHARGING EXPANSION PROJECT RECIPIENT TERMS AND CONDITIONS

Please read this document carefully and keep it for reference. These Terms and Conditions, together with its Attachments, constitute the entire agreement (“Agreement”) between you, the “Recipient,” and THE EV CHARGING EXPANSION PROJECT ON BEHALF OF THE EV CHARGING EXPANSION PROJECT ENVIRONMENTAL REMEDIATION TRUST (such party, the “Project” and together with the Recipient, the “Parties”). The Project Management Team (“PMT”) has been provided responsibility for managing and overseeing the Project and may, on behalf of the Project, change, modify or amend this Agreement at any time by posting updated terms and conditions thereof online at EVChargingExpansionProject.com.

In exchange for complimentary AC-powered electric vehicle charger(s) (hereinafter “Charger” or “Chargers”) and reimbursed installation of the Charger(s), Recipient agrees to this Agreement, including any updated terms and conditions or changes, modifications, and amendments thereto from time-to-time found at EVChargingExpansionProject.com.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this Agreement upon the following terms and conditions:

PRODUCTS AND SERVICES RECEIVED BY RECIPIENT

(1) If, in the sole discretion of the PMT, Recipient is determined to be both (a) eligible and (b) qualified, the Project will donate [X] Chargers, each consisting of a charging cable and a wall-dock and [Y] charging pedestals to the Recipient, to be installed at a highly visible location on Recipient’s premises at the address listed on the approved Project application form. Charging pedestals are optional given the site-specific nature and localization of each install. The Parties will agree in writing on the point in time at which the Chargers will be delivered to the Recipient and installed for public use.

(2) The Charger(s) will become the personal property of the Recipient upon installation, and the Recipient is responsible for self-reporting and all other tax obligations associated with ownership or use of the Chargers. By entering into this Agreement, Recipient agrees that the Charger shall at all times be and remain, Recipient’s personal property, subject to Sections (7), (8), (32), and (38), and Recipient will not move the Charger nor permit the Charger to be moved from the service address listed on the approved application form without the consent of the PMT.

(3) Additional requirements relating to installation of the Chargers can be found in Attachment 1 and are additionally available online at EVChargingExpansionProject.com.

RIGHTS OF THE PROJECT AND THE PROJECT MANAGEMENT TEAM

(4) The PMT can, in its sole discretion, and with Recipient’s permission, include the Recipient’s name and location as a charging point searchable within all or any online

navigation systems and charging mobile applications as the PMT determines in its sole discretion.

(5) All Chargers are subject to visual verification, inspection, testing, and remote update by the PMT or entities or individuals acting on its behalf, including but not limited to field audits.

(6) The Project (acting on its own behalf or through its PMT) may immediately terminate this Agreement if Recipient fails to comply with this Agreement (in addition to any other available remedy).

(7) Upon termination of this Agreement, title to the Chargers shall pass back to the Project upon the election and at the sole discretion of the PMT, and if PMT elects for the Project to physically reclaim and retrieve the Chargers, the PMT (or entities or individuals acting on its behalf) shall have reasonable access to Recipient's premises for the purpose of removing the Chargers without compensation to Recipient. Neither the Project nor the PMT (or entities or individuals acting on its behalf) shall have any obligation to repair the premises in connection with such removal.

RESPONSIBILITIES AND OBLIGATIONS OF THE RECIPIENT

(8) The Recipient will remain the owner and operator of the Charger upon installation of the Charger by the Project until title reverts to the Project in accordance with Section (7).

(9) The Recipient agrees to make available for each Charger's installation a parking space that can be easily identified and accessed.

(10) The Recipient will be responsible for coordinating the timely installation of all equipment provided by a licensed electrician and shall be reimbursed by the Project for reasonable installation charges after providing the Project with all required documentation/receipts.

(11) After successful installation, the Recipient will submit evidence to the Project of the availability of the Chargers to Recipient's customers. The required evidence will be provided by sending the "Proof of charging station's availability to customers" form provided in Attachment 2.

(12) The Recipient agrees to provide the PMT or its representative reasonable access to the installation site during normal business hours.

(13) Whether and to what extent the Recipient requires payment for parking fees remains at the discretion of the Recipient.

(14) The Recipient undertakes to keep the Chargers and parking spaces clean and to take regular action to ensure that cleanliness is maintained. The Recipient will ensure the Chargers are kept in good working order, in the same physical and visual condition as delivered (including with respect to any Porsche Intellectual Property thereon) and that they are maintained in accordance with the manufacturer's specifications, installation guides (located at Attachment 1), and applicable law. The Recipient will notify the Project, through the PMT, of any maintenance issues relating to the Chargers, consistent with Sections (21) and (37) of the Agreement.

(15) Recipient must notify the PMT of any damage to the Chargers' appearance, performance, operation, and/or functionality within a reasonable time, but no later than thirty (30) days, after becoming aware of such damage.

(16) Recipient agrees to provide reasonable access to the installation site during normal business hours to the Project, the PMT, and entities or individuals acting on their behalf.

(17) The Chargers may be branded with Porsche logos, trademarks, or other intellectual property rights (the "Porsche Intellectual Property"), and the Recipient agrees not to remove, alter, or deface such Porsche Intellectual Property. The Recipient does not have the right to affix any Porsche Intellectual Property to any other items or chargers. Additionally, the Recipient shall do nothing which would tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation of the Porsche brand and shall maintain such Porsche Intellectual Property in accordance with the standards of the PMT and the brand standards of Porsche.

(18) The Recipient will make the Chargers available free of charge and without regard to whether the electric vehicles using the Chargers are manufactured by Porsche.

(19) AC power for the Chargers will be metered through Recipient's utility meters and Recipient will bear the expense of AC power for the Chargers.

(20) The Recipient may during the Term of this Agreement enter into any other or comparable agreements with third parties regarding the installation of Chargers.

(21) Recipient agrees to promptly notify the Project, through the PMT, of any maintenance issues relating to the Chargers, and in no event, no later than thirty (30) days of notice and/or notification of any maintenance issues.

(22) Recipient will be solely and exclusively responsible for removing, decommissioning, destroying, and recycling (including the costs thereof) the Chargers upon termination of this Agreement, except to the extent that the Project takes title and possession in accordance with Section (7) hereof.

(23) Recipient agrees to notify its liability insurer of the installation of the Chargers and make a good faith effort to ensure that its liability insurance for its general premises also extends to Porsche Cars North America, Inc. and persons using the Chargers. Recipient agrees to exercise due care while carrying on any activity at, around, or near the Chargers.

WARRANTY

(24) THE PROJECT, PORSCHE CARS NORTH AMERICA, INC. ("PCNA") AND ANY FORMER, PRESENT, AND FUTURE OWNERS, SHAREHOLDERS (DIRECT OR INDIRECT), MEMBERS (DIRECT OR INDIRECT), DIRECTORS, OFFICERS, MEMBERS OF MANAGEMENT OR SUPERVISORY BOARDS, EMPLOYEES, ATTORNEYS, AFFILIATES, PARENT COMPANIES (DIRECT OR INDIRECT), SUBSIDIARIES (DIRECT OR INDIRECT), PREDECESSORS, AND SUCCESSORS OF ANY OF THE FOREGOING, AND ANY AND ALL CONTRACTORS, SUBCONTRACTORS, JOINT VENTURE PARTNERS, CONSULTANTS, AUDITORS, AND SUPPLIERS OF THE PROJECT AND PCNA (COLLECTIVELY THE "RELEASED PARTIES") ARE NOT THE MANUFACTURER OF THE PRODUCTS, SYSTEMS, AND REMOTE OR ONLINE SERVICES COVERED UNDER THIS

AGREEMENT AND THEREFORE THIS AGREEMENT DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS, SYSTEMS, AND REMOTE OR ONLINE SERVICES RELATED TO THE CHARGERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CHARGERS ARE PROVIDED "AS IS" BY THE RELEASED PARTIES WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, AND OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS, EXPRESS OR IMPLIED ARE HEREBY EXPRESSLY EXCLUDED.

THE SOLE WARRANTY APPLICABLE TO THE CHARGERS OR OTHERWISE PROVIDED TO THE RECIPIENT IS THE MANUFACTURER'S WARRANTIES FROM THE APPLICABLE OEM MANUFACTURER, IOTECHA, A COPY OF WHICH IS AVAILABLE AT [IoTecha Limited Warranty.pdf](#).

(25)]. THE PROJECT HEREBY ASSIGNS ITS RIGHTS TO SUCH WARRANTY TO RECIPIENT. SUCH WARRANTY AND REMEDY FOR RECIPIENT SHALL BE DIRECT AGAINST THE APPLICABLE MANUFACTURER, IOTECHA. RECIPIENTS PARTICIPATING IN THE PROJECT SHALL NOT MAKE, NOR HAVE THE RIGHT TO MAKE, ANY CLAIMS AGAINST ANY OF THE RELEASED PARTIES. THE RELEASED PARTIES SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY CHARGER.

LIMITATION OF LIABILITY

(26) THE RELEASED PARTIES' LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE CHARGERS, THE INSTALLATION OF THE CHARGERS OR THE PROJECT WILL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100) PER CHARGER. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE CHARGERS OR THEIR INSTALLATION, INCLUDING ANY SUPPORT, WARRANTY, AND INDEMNIFICATION OBLIGATIONS.

(27) THE RELEASED PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

(28) Ensuring compliance with laws, codes, and regulations with respect to the Chargers, including their operation and use, are solely the responsibility of the Recipient, and the RELEASED PARTIES shall not be liable or responsible for violations of the same, including with respect to the installation reimbursed by the Project. The RELEASED PARTIES shall in no way be liable or responsible for services performed by any electrician, technician, or other service provider.

(29) None of Recipient, on the one hand, and the Project and the PMT, on the other hand, shall be an agent of the other, or be liable for the acts or omissions of the other, and this Agreement shall not constitute a partnership, joint venture, or similar undertaking.

RECIPIENT'S RELEASE OF LIABILITY

(30) In exchange for receipt of a Charger and reimbursed installation costs of the Charger, Recipient hereby releases the RELEASED PARTIES from any and all liability relating to any

losses, claims, suits, actions, liabilities, losses, costs, damages, expenses and any other liabilities (including attorneys' fees) ("Losses") that may occur as a result of (a) the use, presence, availability, installation, maintenance, repair, or operation of a Charger or (b) Recipient's participation in the Program, or (c) persons using the Chargers at or on Recipient's premises.

INDEMNIFICATION

(31) Recipient shall indemnify, defend and hold harmless the RELEASED PARTIES from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities (including attorneys' fees) by a third party in any matter arising out of or related in any manner to (a) the use, presence, availability, installation, maintenance, repair, or operation of a Charger, or (b) Recipient's participation in the Program, or (c) persons using the Chargers at or on Recipient's premises.

TERM OF THIS AGREEMENT

(32) The term of this Agreement shall be from the date hereof until (a) termination of the Agreement in accordance with Section (6), (b) the earlier removal of the Chargers from the premises of Recipient, (c) the end of the Charger's usable lifespan, or (d) the Recipient ceases to own or operate the premises at the address listed on the approved application form and the Project, at its option and in its sole discretion, terminates the Agreement with that Recipient, whichever occurs first. Upon any termination of this Agreement, Sections (7), (17), and Sections (24) through (40) shall survive such termination.

MISCELLANEOUS PROVISIONS

(33) This Agreement, including its Attachments, contains the entire agreement and understanding between the Parties as to the subject matter hereof and fully supersedes all prior or contemporaneous agreements and understandings, written or oral, between the Parties regarding such subject matter. No other terms shall be applicable to the subject matter of this Agreement. This Agreement may only be amended by either (a) the PMT changing, modifying, or amending this Agreement by posting updated terms and conditions thereof online at EVChargingExpansionProject.com or (b) an executed written agreement by the Parties.

(34) If any term or condition of this Agreement is or becomes legally invalid or unenforceable, in whole or in part, this does not affect the validity of the remainder of the Agreement. The same applies if the Agreement is found to contain an omission.

(35) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(36) Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and the Project that arises from or relates to this Agreement (a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator

to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement shall be determined by a court, and not the arbitrator.

- a. The arbitrator is empowered to resolve the Claim with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the “Limitation of Liability” section of this Agreement; attorneys’ fees; and declaratory, injunctive, and equitable relief.
- b. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. You and the Project agree that each may bring claims against the other in arbitration only in their respective individual capacities and in so doing you and the Project hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.
- c. The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org. If AAA is unavailable or unwilling to hear the dispute, the parties shall meet and confer in a good faith effort to agree to another arbitration service provider, or the Court shall select another arbitration provider.
- d. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- e. The arbitrator’s decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.
- f. This Arbitration Provision shall survive termination of this Agreement. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated, and all other provisions of this Agreement shall remain in full force and effect.

(37) Any notice or other communication required or permitted to be given under this Agreement (each, a “Notice”) shall be delivered via electronic mail and shall be addressed to the Parties at their respective addresses set forth below. Either Party may change its

address for Notices by a Notice given in the manner set forth in this Section, specifically, electronic mail.

To Recipient:

[_____]
[_____]
[_____]
[_____]

To Project:

Project Management Team
EVChargingExpansionProjectAdmin@porsche.us

(38) Neither Party may assign any of its rights or obligations under this Agreement, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other; provided, however that Recipient ceasing to own or operate the premises at the address listed on the approved application form will be considered a deemed assignment. Any assignment or transfer in violation of this provision shall be null and void. For the avoidance of doubt, upon breach of this Section (38) (including by means of a deemed assignment), the Project may terminate the Agreement in accordance with Section (6) and take title and possession of the Chargers in accordance with Section (7).

(39) No failure to exercise and no delay in exercising any right, remedy, privilege, or power under or pursuant to this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, privilege, or power provided for under or pursuant to this Agreement by either party hereto preclude or limit such party from any other or further exercise thereof or from pursuing any other right, remedy, privilege, or power available pursuant to this Agreement, at law, in equity, or otherwise.

(40) PCNA is an express third-party beneficiary of Section 17, and the Released Parties are express third party beneficiaries of Sections 24 through 28, 30 and 31.

[PROJECT]

[RECIPIENT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments:

Attachment 1: Data sheet and installation guide

Attachment 2: Proof of installation form