



## **SITE HOST AGREEMENT**

This Site Host Agreement (hereafter the “Agreement”) is effective as of \_\_\_\_\_ (hereafter the “Effective Date”) by and between EV Charging Solutions, Inc., a California for benefit corporation with its principal address at 11800 Clark Street, Arcadia, California 91006 (hereafter “EVCS”), and the City of Fairfield, a municipal corporation and charter city (hereafter “Site Host”). EVCS and Site Host may collectively be referred to herein as the “Parties” or individually as “Party.”

### **RECITALS**

**WHEREAS**, EVCS has access to public and/or private funding to install and operate Level II and/or Direct Current Fast Charging (“DCFC”) stations (hereafter “**Equipment**”);

**WHEREAS**, this funding is intended to improve the availability and reliability of electric vehicle charging systems;

**WHEREAS**, Site Host agreed to allow the construction, operation, and maintenance of one or more DCFC and/or Level II Charging Stations on its real property (hereafter “**Property**” and/or “Site”) in the location more specifically identified herein and also agreed to allow public use of the new charging stations;

**WHEREAS**, the Parties wish to collaborate by utilizing their respective resources to promote the promulgation of the electric transportation sector;

**WHEREAS**, The Parties agree to revenue share the proceeds from sale of electricity stemming from placement of EVSE charging equipment by EVCS onto Site Host’s Property as outlined in section four (4) of the agreement titled “Revenue Sharing”;

**WHEREAS**, Termination Date, is defined as five (5) years from the commissioning date (i.e., date when the chargers are placed in service);

**NOW, THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

#### **1. Recitals**

The Parties agree that the foregoing Recitals are true, correct, and accurate.



## 2. EVCS' General Obligations for Equipment and Services

EVCS shall provide the following equipment and services:

- a) Purchase of \_\_\_\_\_ **DCFC Stations** and \_\_\_\_\_ **Level II Stations**, the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Charging Station in accordance with this Agreement ("Equipment"); Equipment used may be the same or substantially similar to the equipment listed in **Exhibit A**.
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified, and identified by Site Host and performed by qualified and licensed contractor(s) in accordance with local codes, and all applicable laws, permitting, and inspection requirements (the "Project Site"), as detailed in **Exhibit B**. *For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to modify Exhibit B as required, and leave total number of charging stations blank. Once funding is reserved and further feasibility and recommendations are made by EVCS' electrical contractor in accordance with Site Host's written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;*
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) ADA Compliant design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) capabilities and the ongoing metering of power usage from each charging port. EVCS has final say on all above listed matters;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public charging;
- g) Quarterly reports on the utilization of the charging stations shall be issued to the Site Host's representative. Reports shall include energy usage, revenue, security and compliance, transactions, and network communication.



**3. Site Host has the following obligations under this agreement**

- a) Provides necessary access for placement, use, and operation of \_\_\_\_\_ **DCFC Stations** and \_\_\_\_\_ **Level II Stations** at the Project Site as detailed in **Exhibit B** for the full term of this Agreement;
- b) Provides the necessary temporary construction easement for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- c) Provides necessary ongoing utility Right-of-Entry for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- d) Allows reasonable ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- e) Will not knowingly allow the Equipment to be opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not transfer, assign, encumber or otherwise pledge the Equipment;
- g) Will use reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not uninstall the Equipment without written permission of EVCS;
- j) Allows EVCS and its approved contractors reasonable access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- k) Shall cause the Premises to be maintained in a clean, safe, and orderly condition to at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- l) Will assign to EVCS all interest in all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement;
- m) Grant EVCS rights to claim environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; and



- n) Grant EVCS the rights to enroll the Equipment into a Demand Response program and claim any economic benefit arising from such an enrollment. If Demand Response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and Demand Charges described in paragraph 4 and subchapter e (4.e.) and if the Demand Response credits are in excess of Demand Charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

#### 4. Revenue Sharing

- a) The Parties anticipate that the Equipment installed by EVCS will generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host;
- b) EVCS shall set the price/rate of which electricity shall be sold to consumers of the Equipment. Fee will be mutually decided based on electrical rate;
- c) EVCS will pay Site Host **\$0.05** cents for each kWh sold; further, in the event the Site Host is responsible to pay for the cost of electricity, then EVCS will pay Site Host **\$0.05** cents per kWh plus the cost of electricity utilized by the EV Chargers. In the event Site Host chooses to offer certain customers free or discounted charging, EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by said free or discounted charging. In the event there is a balance owed from Site Host to EVCS as a result of said free or discounted charging, Site Host shall remit payment to settle said balance within thirty (30) days of receipt of said balance from EVCS;
- d) In the event Site Host incurs any incremental Demand Chargers strictly in connection with the operation of the installed Equipment that are assessed by the electrical utility company providing the service, Site Host shall present these charges, including any support and back-up that substantiate the charges to EVCS, and EVCS shall reimburse Site Host for these charges within thirty (30) days of receipt;
- e) EVCS will own the electricity service meter and/or utility service account servicing the Equipment;
- f) EVCS will collect the proceeds generated from the sale of electricity from the Equipment and will then perform the necessary revenue share calculations by taking the number of kWh sold multiplied by **\$0.05** cents to determine Site Host's total revenue share amount portion and will remit said revenue share portion to Site Host;



- g) EVCS will use its best, commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Site through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the EV chargers shall be connected to a submeter to Site Host's existing electrical meter (installed by EVCS). To allow EVCS to perform the revenue sharing calculation, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis; for EVCS to be able to reimburse electricity cost to Site Host.
- h) EVCS will have thirty (30) days after the end of each billing cycle to remit the appropriate revenue share portion to Site Host. The billing cycle will begin on the first day of the month and end on the last day of that same month. EVCS shall provide Site Host with a monthly accounting statement within thirty (30) business days following the end of the previous month indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

## **5. Term of Agreement:**

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) five (5) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

### **a) Optional Five (5) Year Extension Option**

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Five-Year Extension to Site Host. Site Host has the right to accept or deny EVCS's option to extend and must decide to deny the request within 45 days of receipt of notice from EVCS. If Site Host does not respond in writing within 45 days, EVCS's notice to extend is automatically approved. In the event of said Five-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with an equipment that is comparable or better to the equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become



the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional five (5) year term from the expiration of the initial Term. If the existing equipment is replaced with new equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) associated with the equipment replacement.

**b) Automatic One (1) Year Renewal Clause**

Provided EVCS (or the Parties) have not exercised the Five (5) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

**c) Equipment & Software Transfer**

At the end of the initial Term (or any Renewal, if extended) if Site Host desires to take on operation and maintenance of the Equipment itself, EVCS shall assist Site Host with a transition of equipment/hardware, software and networking and provide basic training to Site Host and its designated employees for a period of up to 90-days. Site Host shall give EVCS written notice of their desire to take on operation and maintenance in writing at least thirty (30) days but no earlier than ninety (90) days prior to the end of the initial Term or Renewal.

**d) Early Termination Clause**

This agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time prior to the submission of the permit application for construction of Equipment, at the Project Site or in the event that EVCS determines that the construction or continued operation of the Equipment, is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Host's rights shall terminate upon the Commencement Date.

**6. Ownership of Equipment and Content**

Title to and ownership of the Equipment shall be granted to Site Host on the last day of the initial five (5) year or any relevant renewal term of this Agreement, prior to its expiration. All of the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like



(collectively, the “Content”) is owned by EVCS. Once this Agreement is terminated and Site Host is granted Title and ownership of the chargers, Site Host shall henceforth be responsible to network and operate the chargers at its sole cost and effort. EVCS and Site Host will work cooperatively to transition operations of the chargers from EVCS to Site Host during the 6-month period preceding termination of this Agreement.

## **7. Installation Activities**

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

## **8. Limitations on Use of Project Site**

The Project Site and related parking spaces made available to the Project may be used for providing publicly accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with necessary access to the parking spaces and equipment and shall otherwise provide the same amenities and services it affords to other users of Site Host’s parking facilities. For clarity, the Site Host may, at its sole discretion, impose charges to park within the Project Site including all spaces dedicated to electric vehicle charging. Parking charges by Site Host are separate and independent from any and all charges for electric vehicle charging.

## **9. Utility Charges**

EVCS shall be responsible for all electricity costs associated with both the operation of the charging station and the charging of electric vehicles from the charging stations. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

## **10. Allocation of Environmental Benefits**

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the term of this agreement and any approved extensions, or until the date the originally installed equipment is no longer installed at the site, whichever comes first.

## **11. Signage**

Subject to Site Host review and approval, EVCS shall have the right to place Project-related signage to denote the location of the charging station and the services available and may place other signage or advertising. All signs placed in the City of Fairfield by EVCS shall abide by all laws of the City of Fairfield and State of California, including by not limited to Section 25.2300, et. Sew. of the Fairfield Municipal Code.





## **12. Publicity**

Neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

## **13. Media Content**

It is agreed that EVCS shall have control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will work in good faith with Site Host to resolve any objections that the Site Host may have with the subject matter, time of display, noise and/or visual blight, and/or format of media content. EVCS will take reasonable efforts to avoid distributing media content that conflicts with Site Host media and advertising policies. Site Host shall have review and approval authority over the decision to add media content or advertising to Project Site. Should it be agreed to install advertising or allow for media content, the parties will negotiate a revenue sharing agreement in good faith.

## **14. Indemnification**

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence of EVCS, its contractors, agents, or employees. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed. See additional language attached as Exhibit "C" Insurance Requirements.
- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.
- c) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve EVCS from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

## **15. Demonstrate PCI Compliance**

EVCS needs to provide documentation on the following:





- a) Level II Compliant: A PCI DSS Service Level II compliant EVCS has proven the ability to not only process credit cards in large volume, but also maintain the highest level of security.
- b) SSAE 16 Compliant: SSAE 16 compliant vendors have the necessary processes in place to remain compliant in day-to-day activities.
- c) Cybersecurity Insurance Policy as listed in Insurance Section: This policy will protect the Site Host if there is a security breach of mobile payment platform.
- d) Within 10 days of execution of the contract, EVCS shall provide an Attestation of Compliance (AOC) with scope verification that matches the type of services provided in the contract or other PCI compliance document as acceptable to the Site Host.
- e) EVCS shall annually provide the AOC on the anniversary date of this contract or the AOC renewal date. During the contract term, EVCS must provide the Site Host with a valid PCI compliance document.
- f) At the same time that EVCS provides its PCI compliance documents, EVCS shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that EVCS will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent EVCS handles, has access to, or otherwise stores, processes, or transmits Site Host customers' cardholder data or sensitive authentication data or manages the Site Host's cardholder data environment on behalf of the Site Host.
- g) Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, EVCS shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.
- h) Within 30 days of contract execution, EVCS shall provide a copy of the EVCS's Incident Response Plan ("IRP") that will be implemented in the event of system and/or data breach/compromise. The IRP must be tested and updated at least annually. The IRP shall include but not be limited to:
  - i. Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the Site Host and the payment card brands (Visa and MasterCard).
  - ii. Specific incident response procedures.
  - iii. Business recovery and continuity procedures.



- iv. Data back-up processes.
- v. Analysis of legal requirements for reporting compromises
- vi. Coverage and responses of all critical system components.
- vii. Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard)
- i) EVCS shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment. Upon request by the Site Host, Provider shall provide inventory documentation for all its systems components.
- j) The Site Host will review and verify EVCS's written acknowledgment of responsibilities for PCI controls, as stated above, at least once a year.

## **16. Security Incident**

EVCS shall inform the public jurisdiction of any security incident or data breach.

- a) Incident Response: EVCS may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents which the public jurisdiction should be handled on an urgent as-needed basis, as part of EVCS communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The EVCS shall report a security incident to the appropriate public jurisdiction identified contract immediately as defined in the SLA.
- c) Breach Reporting Requirements: If EVCS has actual knowledge of a confirmed data breach that affects the security of any public jurisdiction content that is subject to applicable data breach notification law, the EVCS shall (1) promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

## **17. Breach Responsibilities**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the EVCS.



- i. EVCS unless stipulated otherwise, shall immediately notify the appropriate public jurisdiction identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- ii. EVCS, unless otherwise stipulated, shall promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believe that there has been a data breach. EVCS shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- iii. Unless otherwise stipulated, if a data breach is a direct result of EVCS's breach of its contract obligation to encrypt personal data or otherwise prevent its release, EVCS shall bear the costs associated with (1) the investigation and resolution of the data breach (2) notification to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States at the time of the data breach; and (5) complete all corrective actions as reasonable determined by EVCS based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

## **18. Breach and Opportunity to Cure**

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice and supporting documentation from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS received relating to the Equipment, and/or this Agreement.



## **19. Limitation of Liability**

**NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EV CHARGING PROVIDER SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.**

**FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.**

## **20. Disputes**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the Superior Court of California, Solano County, California for state issues, and the United State Eastern District of California for federal issues and agrees that those courts have personal jurisdiction over



each party; (iii) venue must be within Solano County, California; and (iv) the parties must submit the dispute to mediation held within the City of Fairfield, or another location agreed to by both parties. Every mediation must be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

## 21. Severance

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

## 22. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.  
Attn: Ian Vishnevsky  
11800 Clark Street  
Arcadia, California 91006  
[ianv@evchargingsolutions.com](mailto:ianv@evchargingsolutions.com)  
323.400.EVCS (3827)

FOR SITE HOST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**23. Successors and Assigns**

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns.

**24. Entire Agreement**

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

**25. Counterparts**

This Agreement may be executed in any number of counterparts by the parties on separate counterparts; each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Agreement is executed by both parties, to become effective on the date last executed.

**EVCS**

**SITE HOST**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

**Veefil<sup>RT</sup>**



With the flexibility of different colours and branding design, the Veefil-RT is easily adapted to suit your corporate image.

### 50kW SPECIFICATIONS

### 3 YEAR WARRANTY

|                        |   |
|------------------------|---|
| CONNECTORS             | CHaDeMO and CCS (Type 1 or 2)   |
| POWER                  | Up to 50kW  |
| SUPPLY INPUT           | 380 - 480 V AC 3Ø   |
| SUPPLY FREQUENCY       | 50-60 Hz  |
| IP RATING              | IP65  |
| EFFICIENCY             | >92%  |
| POWER FACTOR           | 0.99  |
| OPERATING TEMPERATURE  | -35°C to 50°C   |
| NETWORK CONNECTION     | 3G and Gigabit Ethernet   |
| RFID                   | MIFARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FelCa, NFC, EMV 2.0 |
| COMMUNICATION PROTOCOL | OCPP 1.5 and 1.6J   |
| WEIGHT                 | 165 kg  |
| ELECTRICAL PROTECTION  | Short circuit; Over voltage: RCD  |
| DIMENSIONS             | 2000(H) x 750(W) x 330(D) mm  |
| FREIGHT                | 24 units per 20' container  |
| CERTIFICATION          | CE, UL, CHaDeMO, RCM, FCC, IC   |



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 Email: [enquiries@tritium.com.au](mailto:enquiries@tritium.com.au) (Worldwide) +61 (0)7 3129 4389 (Europe) +351 933 229 898  
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### ABOUT TRITIUM

Tritium is committed to your electric vehicle charging success. Tritium offers a flexible, responsive and dedicated approach to electric vehicle charging networks around the world. Established in 2001, and backed by government and private investors, Tritium has a growing global presence with installations in over 20 countries and offices in three continents.







Noodoe EV S1000

| Power Input                |   |
|----------------------------|---|
| Input Voltage              | 240 Vac, Single Phase, 60 Hz  |
| Max Input Current          | 32A   |
| Connection & Wiring        | Single Phase, 3 Lines (L/L1, N/L2, PE/PG)   |
| Standby Power              | <10W  |
| Meter Accuracy             | ± 5%  |
| Key Component              |   |
| LCD Screen                 | 5" Color Screen   |
| LED Indicators             | v   |
| Breaker/Surge              | v   |
| Emergency Stop             | v   |
| On/Off Button              | v   |
| Communication              |   |
| RFID (User Authentication) | v   |
| LAN (Ethernet)             | v   |
| Protection                 |   |
| Leakage                    | 30mA  |
| Breaker                    | 40A   |
| Electrical Protection      | OVP, UVP, OTP, Leakage/Surge/Lightning Protection, Ground Fault Detection, Charging Protection  |
| Interface & Control        |   |
| Status Indicators          | Standby (Blue); Verification/Handshaking (Flashing Blue); Charging (Flashing Green); Charging Complete (Green); Fault (Red)                                   |
| Buttons/Switches           | Charger On/Off, Emergency Stop  |
| Environmental              |   |
| Operating Temperature      | -20 C ~ +50 c/ -4 F ~ +122 F  |
| Humidity                   | 95% RH, Non-condensing  |
| IP Level                   | IP54  |
| Mechanical                 |   |
| Cabel Length               | 5m/16.5 ft  |
| Cooling                    | Natural Cooling   |
| Mounting Type              | Pedestal  |
| Dimension                  | Charger: W290 x D120 x H410 mm (Excluding Charging Cable, Support Bracket and Cable Holder); Pedestal: Pillar W330 x D55 x H1445 mm, Base W270 x D50 x H55 mm |
| Net Weight                 | Charger: 7kg / 15.43lb ; Pedestal: 21.5kg / 47lb  |
| Charging Interface         | SAE J1772   |



## **EXHIBIT B – Project Site**

|   |  |
|---|--|
| STA - Fairfield - Oliver Road Park and Ride   | 1246 Hartford Cir, Fairfield, CA 94534 |
| STA - Fairfield - Red Top Road Park and Ride  | 140 Red Top Rd, Fairfield, CA 94534    |
| STA - Fairfield - Cordelia Community Park     | 1300 Gold Hill Rd, Fairfield, CA 94534 |
| STA - Fairfield - Transit Center Garage       | 2000 Cadenasso Dr. Fairfield, CA 94533 |
| STA - Fairfield - Laurel Creek Community Park | 2986 Gulf Dr, Fairfield, CA 94533      |
| STA - Fairfield - Hannigan Train Station      | 4921 Vanden Rd, Vacaville, CA 95687    |
| STA - Fairfield - Civic Center Lot A          | 1000 Kentucky St, Fairfield, CA 94533  |
| STA - Fairfield - Civic Center Lot B          | 1111 Webster St, Fairfield, CA 94533   |
| STA - Fairfield - Allen Witt Community Park   | 1741 W Texas St, Fairfield, CA 94533   |



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### **1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### **2) INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

#### **3) INSURANCE PROVISIONS**

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers,



officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: [certificates-fairfield@riskworks.com](mailto:certificates-fairfield@riskworks.com). All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall



provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.