

OhmEV Terms and Conditions

This General Contract for Services ("Contract") is made effective as of [Date] ("Effective Date"), by and between OhmEV LLC ("Provider" or "OhmEV"), of 2883 Woodside Road, Woodside, California 94062, and [Client Name] ("Recipient"), of [Address].

1. Description of Services. Beginning on the Service Start Date, defined as the date mutually agreed upon by both parties in writing and specified in the attached Exhibit A, Provider will provide the following services to Recipient's electric vehicle supply equipment ("Charging Stations") described in the attached Exhibit A (collectively, "Services").

2. Payment. Payment shall be made to 2883 Woodside Road, Woodside, California 94062. Recipient agrees to paying installment payment(s) of \$xx.xx per year.

Yearly payment is calculated based on a rate of \$xx.xx per charger per month [period can be more frequent as is necessary]. The service includes x sites of interest, [sites], with x stations each. Each site totals to a rate of \$xx.xx per month.

Cosmetic repairs: As part of the Contract, Provider will dispatch services within 48-72 hours for cosmetic repairs at [Client]'s sites. These services will be billed at an a la carte rate of \$60 per hour which is in addition to the above installment payment, plus the cost of any parts required for the repairs. This rate applies to labor only; all parts needed for repairs will be billed to Recipient at cost plus applicable taxes and shipping fees.

Invoicing: Unless otherwise agreed in writing by the Parties, OhmEV shall issue an invoice to [Client] on the Effective Date with 30 days to pay; 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. Recipient shall pay all costs of collection for undisputed Services invoices including without limitation, reasonable attorney fee. In addition to any other right or remedy provided by law, if Recipient fails to pay for the Services when due, OhmEV has the option to treat such extended and material failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies.

3. Repair Part Delivery; Shipping Costs. All repair part and delivery costs shall be borne by Recipient. Recipient shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the specified repair parts to OhmEV. Initial repair deadlines are based upon prompt receipt of all necessary parts from Recipient. In no event shall OhmEV be liable for any costs related to delay in the execution of services when lacking necessary repair parts from Recipient.

4. Service Execution

Performance of the services shall be completed upon the execution of the services at Recipient's Charging Station location(s) per period defined in Exhibit A. OhmEV shall use commercially reasonable efforts to perform the services ordered by Recipient during the scheduled service

period. Unless otherwise agreed in writing, all services performed in accordance with OhmEV's standard commercial practices. [Client] shall be responsible for assisting OhmEV technicians with access to Charging Stations. Service Execution is subject to [Client's] timely delivery of Requested Materials as defined in Exhibit B ("Customer Information Request"). OhmEV makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation, prior electrician repair, or other services performed by third-party service providers. Initial service dates are based upon prompt receipt of all necessary information from Recipient. In no event shall OhmEV be liable for any costs related to delay in the execution of services when lacking necessary site, scope of work, and schedule information from Recipient. It is Recipient's obligation to notify OhmEV of any special service requirements (which shall be at Recipient's expense).

Modifications: OhmEV shall have the right to make modifications to the fulfillment practices of services, provided that such modifications will not materially affect overall service quality or outcomes.

5. Term and Termination. This Contract will remain in effect for a period of one year, except that Provider may terminate this Contract upon thirty (30) day prior written notice to Recipient. Upon request by Recipient, Provider may extend the term of this contract.

6. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Provider. Upon request, Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of Provider to the Work Product.

7. Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make a required payment when due.
- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- (d) The failure by Provider to make available or deliver the Services in the time and manner provided for in this Contract after 30 days written notice by Recipient identifying the purported breach.

8. Remedies on Default. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s).

9. Warranties. Provider makes no warranty with respect to the Services and expressly disclaims all warranties expressed and implied including without limitation warranty of fitness for a particular purpose.

10. Force Majeure. If the performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond Provider's reasonable control ("Force Majeure"), and if Provider is unable to carry out its obligations and gives Recipient prompt written notice of such event, then Provider's obligations shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. Provider shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

In addition to the conditions outlined under the Force Majeure clause, it is expressly agreed that the safety of Provider's personnel, including technicians, is of paramount importance. If, in the reasonable judgment of Provider's personnel, a site is deemed unsafe for inspection, operation, or performance of services due to conditions posing an imminent risk of harm or danger and not otherwise expressly covered under the "Force Majeure" events, Provider shall have the right to:

- Immediately report the issue to Recipient, detailing the nature of the unsafe condition.
- Delay the performance of services until Recipient has rectified the unsafe condition to the satisfaction of Provider, ensuring a safe working environment.
- Such delay or inability to perform services due to safety concerns shall be considered as caused by a Force Majeure event, and Provider shall not be liable for any failure to perform its obligations under this Contract arising from such conditions.

Provider commits to using reasonable efforts to resume services with minimal delay once it is confirmed that the previously unsafe site has been made safe for operations. This provision aims to ensure the well-being of Provider's personnel without penalizing Provider for delays resulting from prioritizing safety.

11. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's

award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

12. Confidentiality. Provider will maintain the confidentiality of information provide to Provider and marked as “confidential” by Provider. This provision will continue to be effective for a period of two years after the termination of this Contract.

In addition to the terms set forth in Section 10 regarding confidentiality, the Parties agree to the following provisions concerning data collected on electric vehicle Charging Stations:

Notwithstanding the above confidentiality obligations, [Client] agrees that OhmEV shall have the right to retain and use for its own benefit data collected, derived, or generated from inspecting, cleaning, and servicing the Charging Stations under this Contract. Such data may include, but is not limited to, usage patterns, frequency of breakdowns, maintenance requirements, and any other non-personally identifiable information related to the performance and operation of the Charging Stations ("Collected Data").

OhmEV shall have the right to use, analyze, and incorporate the Collected Data into its database and use such Collected Data for the purpose of improving service offerings, developing new solutions, and enhancing the functionality of its services. OhmEV shall treat the Collected Data as its own intellectual property, with the understanding that such Collected Data will be used in an aggregated or anonymized form that does not disclose any confidential information or proprietary data of [Client] or personally identifiable information related to [Client]'s customers.

[Client] acknowledges that the Collected Data, in its aggregated or anonymized form, does not constitute confidential information under this Contract and that OhmEV is free to use the Collected Data for business purposes, provided that such use complies with applicable laws and regulations regarding data protection and privacy.

13. Limitation of Liability. In no event shall OhmEV be liable for consequential, incidental, indirect, punitive, or special damages, regardless of whether such liability is based on breach of this Contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise, and even if advised of the likelihood of such damages. OhmEV's sole liability under this Contract shall in no event exceed, in the agreement, the amount paid by [Client] to OhmEV within the 12 months prior to the event giving rise to any damages.

14. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed for.

15. Entire Agreement. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

16. Amendment. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

17. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

19. Applicable Law. This Contract shall be governed by the laws of California.

20. Signatories. This Contract shall be signed on behalf of [Client] by [Representative] and on behalf of OhmEV by Finn O'Kelly, CEO and effective as of the date first above written.

**Authorized Representative for
OHMEV, LLC.**

**Authorized Representative for
[CLIENT]**

(signature)

(signature)

(print name)

(print name)

(title)

(title)

(date)

(date)

EXHIBIT A

DESCRIPTION OF SERVICES

This Exhibit A forms an integral part of the General Contract for Services to begin on the Service State Date dated [date], between OhmEV ("Provider") and [Client] ("Recipient").

Service Agreement Cadence: Provider agrees to complete 12 services for Recipient over the course of the one-year term. Each service will occur approximately one month apart. Upon completion of the 12 services, Recipient may request an extension of the subscription for additional services. If no extension is requested, the contract will be considered complete. [cadence and term can be altered]

Under this agreement, Provider agrees to deliver the following services to Recipient, focusing on the maintenance and operational efficiency of electric vehicle (EV) Charging Stations:

1. **Cleaning:** Provider will perform comprehensive cleaning services for each Charging Station. This includes the removal of dirt, debris, and any other materials that could impede the station's functionality or appearance. Special attention will be given to maintaining the cleanliness of charging ports and interfaces to ensure optimal operation.
2. **Inspection:** Each charging station will undergo a thorough inspection to assess its condition and functionality. Provider's technicians will check for any signs of wear, damage, or malfunction. Inspections will cover, but are not limited to, electrical connections, structural integrity, and software issues.
3. **Reporting:** Following the inspection, Provider will create a detailed report for each charging station. This report will document the station's condition, any findings from the inspection, and recommendations for maintenance or repairs. The report will serve as a record for Recipient and aid in future maintenance planning.
4. **Repair Tickets:** If the inspection identifies any issues requiring repair or further attention, Provider will create and submit repair tickets on behalf of Recipient. These tickets will detail the nature of the problem, the proposed solution, and an estimated repair timeline. Provider will coordinate with Recipient to prioritize repairs based on severity and operational impact.
5. **Cosmetic Repairs:** OhmEV will perform basic repair services, utilizing specialized technicians who have completed proprietary training on Charging Station equipment components. These basic repairs are classified as non-electrical tasks that can be competently executed without the need for specialized electrician expertise, ensuring both efficiency and adherence to safety standards. OhmEV agrees to dispatch technicians to perform cosmetic repairs at [Client]'s sites within 48-72 hours of internal repair ticket report.

OhmEV's scope of basic repairs may include but is not bound to:

- **Cable Mounting Bracket Repair:** Addressing and resolving issues with the physical support structures for charging cables.
- **Display Screen Replacement:** Ensuring clear and functional user interface by replacing faulty or damaged screens.
- **Handle Replacement:** Replacing charging handles to maintain a seamless and functional charging experience for users
- **Branding Item Replacement:** Updating or replacing branding materials to keep the EVSE's appearance in alignment with the company's current marketing standards.

The specifics regarding cosmetic repairs will be dynamically determined on a case-by-case basis, pertaining to individual client needs. Such will be detailed in the Site Specifics Section of this document.

Provider commits to using skilled technicians trained in Charging Station maintenance and repair. All services will be performed in accordance with industry best practices and in compliance with applicable laws and safety standards.

SITE SPECIFICS:

OhmEV will provide monthly inspection and cleaning on [Client]'s [Station Type] stations. [Client]'s [site names] are the sites of interest. Each site includes x chargers, totaling x. All x stations are subject to the beforementioned services.

Specific to the [Station Type] station, OhmEV will inspect:

External

To Be Inspected	Potential Issue
	●
	●
	●
	●

	•
	•
	•
	•
	•

Internal (Station Type Dependent)

To Be Inspected	Potential Issues
	•
	•
	•
	•
	•

Other

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Specific to the [Station Type] station, OhmEV will perform cosmetic repairs on:

External

Area	Parts
	•

EXHIBIT B

CUSTOMER INFORMATION REQUEST

[Client] shall compile the below information and send it to OhmEV via the Charger Onboarding Template at least one week prior to the Service Start Date. This information is essential to enable OhmEV to deploy and continue providing services effectively. Any information that is not already provided in this agreement is required to be sent by Recipient to Provider.

The Charger Onboarding Template will be sent to Recipient along with this agreement.

Details Requested in the Charger Onboarding Template:

siteID
chargerID
modelID
address
city
state
zip5
private_access
indoor/outdoor
Visit Cadence?
Start Date?
End Date?
Cleaning/Inspection/Ticketing
Test Charge?
On-Site Repairs?
Name
Email
Phone