

MASTER CUSTOMER AGREEMENT

by and between

AMPLY Power, Inc.

as “**AMPLY**”

and

City of Hallandale Beach as “**Customer**”

Dated 08.24.2022



This **Master Customer Agreement** (this “**Agreement**”) is hereby entered into as of _____, 2022 (the “**Effective Date**”) by and between **AMPLY Power, Inc.**, a Delaware corporation (“**AMPLY**”) and City of Hallandale Beach, (“**Customer**”). AMPLY and Customer may sometimes hereinafter be referred to each as a “**Party**” and collectively as the “**Parties.**” The Parties agree as follows:

1. AGREEMENT SCOPE

1.1 General Agreement Scope. AMPLY shall provide Charging Management Services for one or more Customer sites (each a “**Site**”). The specific Charging Management Services to be provided at a Site, and the specific terms and conditions relating thereto, shall be set forth in one or more site addendums agreed to by the parties with reference to this Agreement (each a “**Site Addendum**”). The initial Site Addendum is attached hereto as Schedule 1, and each subsequent Site Addendum shall be substantially in the form of Schedule 1.

1.2 Charging Management Services. “**Charging Management Services**” or “**CMS**” means the electric vehicle charging and maintenance services to be provided for a Site as expressly set forth in the applicable Site Addendum. CMS at a Site may include: (a) development of electric vehicle charging infrastructure; (b) procuring and/or supplying electric vehicle charging equipment; (c) configuring, operating, and supporting AMPLY Software; and/or (d) performing certain maintenance services for certain Charging Equipment and/or AMPLY Software (“**Maintenance and Support Services**”). If set forth in a Site Addendum, the following additional terms will apply to the CMS:

- (a) Module 1 (Development of Infrastructure);
- (b) Module 2 (Charging Equipment); and
- (c) Module 3 (AMPLY Software).
- (d) Module 4 (Environmental Attributes)

1.2 Exhibits. This Agreement includes all attached exhibits and schedules, including all Site Addendums, each of which is incorporated herein and made a part hereof by reference and is considered fully part of this Agreement

1.3 Cooperation. Customer shall provide AMPLY with such resources, information, access, and assistance as AMPLY may reasonably request in connection with the performance of its obligations under this Agreement. Customer acknowledges and agrees that AMPLY’s ability to successfully provide Charging Management Services in a timely manner is contingent upon its receipt from Customer of the information, resources, access, and assistance requested. AMPLY shall have no liability for deficiencies in the Charging Management Services resulting from the acts or omissions of Customer, or its agents or employees. In the event AMPLY is required to expend additional efforts under this Agreement due to any lack of Customer information, resources, access, or assistance, the schedules and the fees payable under this Agreement may be adjusted to cover all costs incurred by AMPLY in connection with its efforts.

2. PROVISION OF CHARGING MANAGEMENT SERVICES

2.1 General. AMPLY will provide the Charging Management Services in accordance with Good Industry Practice. Customer shall be responsible for its use of the Charging Management Services. Customer shall use the Charging Management Services in accordance with this Agreement and shall ensure that its employees, agents, and representatives use Charging Management Services in accordance with this Agreement. Customer shall use reasonable efforts to prevent and shall be liable for any unauthorized access to or use of the Charging Management Services under this Agreement.

2.2 Non-Interference. Customer shall not interfere with, or cause its employees or agents to interfere with, AMPLY’s performance of the Charging Management Services, or in any other way interfere with AMPLY’s responsibilities under this Agreement. AMPLY’s obligations do not include providing labor and parts coverage for vandalism, damage, or other problems resulting from accidents or negligence not caused by AMPLY or its agents or representatives.

2.3 Limitations of Charging Management Services. Customer shall not: (a) sell, resell, license, rent, lease or otherwise transfer the Charging Management Services, or any data collected or maintained by AMPLY in connection with the Charging Management Services to any third party; (b) interfere with or disrupt the Charging Management Services; (c) attempt to gain unauthorized access to the wireless networks used in connection with the Charging Management Services, or access or use the Charging Management Services through any technology or means other than those provided or expressly authorized by AMPLY; (d) remove, conceal, or cover any AMPLY trademarks, service marks, trade dress, trade names, brand names, product names, logos, and symbols (“**AMPLY Marks**”) or any other markings, labels, legends, trademarks, or trade names used in connection with the Charging Management Services; (e) access AMPLY networks, or any part of the Charging Management Services, for any competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics, or look and feel; or (f) utilize the Charging Management Services for any other purpose other than Customer’s own business purposes.

2.4 Conditions Precedent. AMPLY’s obligations under a Site Addendum are conditioned on the occurrence of any conditions precedent set forth in Site Addendum (“**Conditions Precedent**”). AMPLY may terminate a Site Addendum, effective upon notice to Customer and without further liability or damages, in the event that any of the Conditions Precedent are not achieved by the date applied to the Condition Precedent in the Site Addendum, or if no such date is provided, within ninety (90) days of the Addendum Effective Date.

3. CONTRACT PRICE AND PAYMENT

3.1 Contract Price. Each Site Addendum shall include the one-time and recurring fees to be paid by Customer (the “**Contract Price**”).

3.2 Late Payments. Invoices not paid when due are subject to interest at the rate of one percent (1%) per month or, if less, the highest rate allowed under Applicable Law. If any amount owing by Customer under this Agreement is more than ten (10) Business Days overdue, AMPLY may, without otherwise limiting AMPLY’s rights or remedies hereunder and at law and in equity, cease the provision of the CMS or any portion thereof. Customer shall be liable for all costs, including reasonable attorneys’ fees, incurred by AMPLY in connection with its efforts to collect any past due amounts.

3.3 Taxes. The Contract Price excludes, and Customer shall pay and be solely responsible for, any applicable sales, use, value-added, or similar taxes (other than taxes based on AMPLY’s income). If applicable, AMPLY may separately invoice and remit any such taxes directly to the applicable taxing authority. Customer shall be responsible for all real property taxes and assessments against the Site or Charging Facility Area, including for any improvements thereon as a result of this Agreement. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from taxes or similar governmental charges, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any tax or similar governmental charge.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. Each party represents and warrants to the other party as of the Effective Date as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (b) it has or will have all corporate authorizations necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order, or the like to which it is subject, and this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by general principles of equity or bankruptcy, insolvency, or similar laws affecting creditors’ rights and the enforcement of rights generally; (d) there are not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and (e) it is not subject to any contract or duty that would be breached by it entering into or performing its obligations under this Agreement.

4.2 Charging Management Services Warranties. Additional warranties relating to the specific components of the Charging Management Services to be provided by AMPLY are set forth in the applicable CMS Module.

4.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMPLY MAKES NO WARRANTY WITH RESPECT TO CHARGING MANAGEMENT SERVICES, INCLUDING THE CHARGING EQUIPMENT, AMPLY SOFTWARE, MAINTENANCE SERVICES, OR OTHERWISE. EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

5. FORCE MAJEURE

Neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure. Time periods for compliance and deadlines will be extended on a day-for-day basis for the duration of any event of Force Majeure. A Party claiming Force Majeure shall:

- (a) provide prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- (b) exercise all reasonable efforts to continue to perform its obligations under this Agreement and mitigate damage arising from the same;
- (c) expeditiously take action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem (provided that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute); and
- (d) provide prompt notice to the other Party of the cessation of the Force Majeure event or condition giving rise to its excuse from performance.

6. DEFAULT

Except to the extent excused due to an event of Force Majeure in accordance with Section 5, an event of default shall be deemed to have occurred with respect to a Party (the “**Defaulting Party**”) upon the occurrence of one or more of the following events (each an “**Event of Default**”):

- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice is received by the Party failing to make such payment;
- (b) any representation or warranty made by such Party in Section 4 is false or misleading in any material respect, provided that (i) if the misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur only if the misrepresentation or breach of warranty is not remedied within thirty (30) days after notice; and (ii) if the misrepresentation or breach of warranty is not capable of a cure, but the non-Defaulting Party’s damages resulting from the inaccuracy can reasonably be ascertained, an Event of Default will be deemed to occur only if the payment of such damages is not made within ten (10) Business Days after a notice of such damages is provided by the non-Defaulting Party to the Defaulting Party;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) days after notice, provided that such thirty (30) day period shall be extended for up to an additional ninety (90) days if such Party reasonably commences the cure of such failure and diligently pursues the same; and

(d) such Party becomes the subject of a Bankruptcy Event.

7. TERM; TERMINATION

7.1 Agreement Term. The term of this Agreement shall commence on the Effective Date and shall continue for as long as any Site Addendum remains in effect (“**Term**”). In the event that this Agreement expires or is terminated, the Term may be resumed upon subsequent agreement to an additional Site Addendum referencing this Agreement. Each Site Addendum will include its own term (the “**Site Term**”). Unless otherwise provided in a Site Addendum, the Site Term for each Site will automatically renew for additional one (1) year renewal periods unless either Party provides written notice to the other Party of non-renewal at least sixty (60) days prior to the renewal date.

7.2 Early Termination Due to Material Changes. AMPLY will have the right to suspend and/or terminate this Agreement or any Site Addendum, upon written notice to Customer, if: (a) a court or administrative order has the effect of subjecting provision of the Charging Management Services to federal or state regulation of prices and/or service, (b) Customer’s load profile, rate tariff, and/or Local Utility changes the manner in which Customer’s rate structures and demand charges are calculated and such change adversely affects AMPLY, or (d) there is a change to Customer’s credit rating that may detrimentally impact the Parties’ ability to perform their respective obligations hereunder, as reasonably determined by AMPLY. AMPLY shall have no liability to Customer for suspension or termination pursuant to this Section 7.2.

7.3 Termination Due to Extended Force Majeure. A Site Addendum may be terminated by either Party if a Party’s obligations with respect to the Site have been excused by the occurrence of an event of Force Majeure for longer than sixty (60) consecutive days. Termination of such Site Addendum pursuant to this Section 7.3 shall not be considered a termination due to an Event of Default or require the payment of damages by either Party. Following such termination, both Parties will be released from any further liability under the Site Addendum, except that Customer shall pay AMPLY for any Charging Equipment received by Customer from AMPLY, and any other fees that accrued, prior to termination.

7.4 Termination Due to Event of Default. Upon the occurrence of an Event of Default, the non-Defaulting Party may immediately terminate this Agreement or any Site Addendum. In the event of a termination according to this Section 7.4, the non-Defaulting Party may, in addition to any other remedy available at law or in equity, recover its direct costs and expenses, subject to the limitations set forth in this Agreement. In the event this Agreement or a Site Addendum is terminated under this Section 7.4 and Customer is the Defaulting Party, then in addition to any other remedy available to AMPLY, Customer shall pay to AMPLY the applicable Convenience Cancellation Charge set forth in the applicable Site Addendum within thirty (30) days following the date of termination.

7.5 Customer Termination for Convenience. If a Site Addendum includes a Convenience Cancellation Charge, then prior to the end of the Site Term, Customer may terminate the applicable Site Addendum with at least thirty (30) days’ prior written notice to AMPLY. In the event of such a termination, Customer shall pay to AMPLY the applicable Convenience Cancellation Charge for the Site. Payment of the Convenience Cancellation Charge shall be made by Customer within thirty (30) days of receipt of an invoice.

8. LIMITATIONS ON LIABILITY

8.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION; DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; THE INDEMNITY GIVEN AT SECTION 9; OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

8.2 SUBJECT TO SECTION 8.1, IN NO EVENT SHALL AMPLY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SITE ADDENDUM EXCEED THE AMOUNTS PAID OR PAYABLE TO AMPLY UNDER THE RELEVANT SITE ADDENDUM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY TO ANY LOSS OR DAMAGES, WHETHER ARISING OUT OF

OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE CAUSED BY THE OTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY SHALL BE RESPONSIBLE FOR ALL PHYSICAL DAMAGE TO OR DESTRUCTION OF THE PROPERTY, EQUIPMENT, AND/OR FACILITIES OWNED BY IT, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY REIMBURSEMENT FOR SUCH DAMAGE OR DESTRUCTION.

8.3 IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES (OTHER THAN WITH RESPECT TO PAYMENTS TO BE MADE UNDER THIS AGREEMENT), OR DIMINUTION IN VALUE.

9. INDEMNIFICATION

9.1 **Indemnification.** A Party to this Agreement (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless, the other Party, its Affiliates, and each of their officers, directors, employees, attorneys, agents, and successors and assigns (each an "**Indemnified Party**") from and against any and all losses suffered by an Indemnified Party as a result of a formal legal proceeding initiated by a third party against an Indemnified Party based upon injury to persons or damage to property (but not loss of use) arising out of or resulting from the Indemnifying Party's negligence or breach of its obligations under this Agreement (including reasonable attorneys' fees, but excluding any losses for which liquidated damages are explicitly provided for pursuant to this Agreement) ("**Indemnified Losses**"); provided, however, that no Party shall be indemnified hereunder for any Indemnified Loss to the proportional extent arising from its own negligence, fraud, willful misconduct, violation of law, or breach of this Agreement.

9.2 **Indemnification Procedures.** Any Indemnified Party seeking indemnification under this Agreement for any Indemnified Loss shall give the Indemnifying Party notice of such Indemnified Loss promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Indemnified Loss in reasonable detail and shall indicate the amount (estimated if necessary) of the Indemnified Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to timely provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide timely notice. In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party shall assume the defense at the Indemnifying Party's expense and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it (i) may result in injunctions or other equitable remedies with respect to the Indemnified Party which would affect its business or operations in any materially adverse manner, or (b) may result in material liabilities which may not be fully indemnified hereunder. Neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed.

10. INSURANCE

At all times during the Term of this Agreement, each Party shall maintain insurance coverage commensurate with each Party's scope of performance under this Agreement. No requirement for insurance imposed on a Party by this Agreement is intended, or shall be construed, as a limit of liability of such Party under this Agreement.

11. ASSIGNMENT

11.1 **General.** Except as stated in this Section 11, neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign this Agreement to an Affiliate or to a successor pursuant to a merger, acquisition, corporate reorganization, or sale of all or

substantially all of such Party's assets to which this Agreement relates. Any assignment of this Agreement in violation of the foregoing shall be void and unenforceable.

11.2 AMPLY Permitted Assignment for Financing. AMPLY may, without the prior consent of Customer, transfer, pledge, encumber, or assign this Agreement or the account, revenues, or proceeds hereof, to any Financing Party of AMPLY in connection with any financing or other financial arrangements. Notwithstanding any such transfer, pledge, encumbrance, or assignment, AMPLY shall not be released or discharged from and shall remain liable for any and all obligations to Customer arising or accruing hereunder prior to such transfer, pledge, encumbrance, or assignment.

11.3 Successors and Assigns. This Agreement and all provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

12. CONFIDENTIALITY

12.1 Definition. "Confidential Information" means all information disclosed by one Party ("Discloser") to the other Party ("Recipient") relating to or disclosed in the course of the performance of this Agreement. Confidential Information includes, without limitation, information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. All non-public information regarding the Charging Management Services shall be considered AMPLY's Confidential Information, notwithstanding any failure to mark or identify it as such.

12.2 Protection. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to its officers, directors, employees, financing sources and potential financing sources, and contractors, in each case who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 Exceptions. Recipient's obligations under Section 12.2 with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by Discloser, (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of Recipient has become, generally available to the public, or (d) is independently developed by Recipient without access to, reference to, or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that, if legally permitted, Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12.4 Return of Confidential Information. Except as otherwise expressly provided in this Agreement, Recipient will return to Discloser or destroy all Confidential Information of Discloser in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of Discloser or upon the expiration or termination of this Agreement; provided, however, Recipient may retain one (1) archival copy for record retention purposes and compliance with Applicable Law.

12.5 Specific Performance. Each Party acknowledges that a breach or threatened breach of this Section 12 would cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 12 by the other Party or any of its employees or agents.

12.6 Public Announcements. Neither Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the other Party's prior written approval, such approval not to be unreasonably withheld.

13. INTELLECTUAL PROPERTY

13.1 Amply Property. Except as expressly provided herein, as between AMPLY and Customer, the Charging Management Services and all components thereof, along with all technology, tools, inventions, information, works of authorship, designs, data, developments, programs, and similar resources utilized, developed, or delivered by or on behalf of AMPLY in connection with this Agreement, and all updates or enhancements thereto, and all intellectual property rights therein (collectively, "**AMPLY Property**") are the exclusive property of AMPLY, or its licensors or suppliers. AMPLY and its third-party licensors and suppliers, as applicable, retain ownership of all right, title, and interest to the AMPLY Property, including the AMPLY Software, AMPLY's databases (and all data therein), all associated forms, reports, and documentation, customizations and enhancements, and all processes, know-how, methodology, and the like utilized or created by or on behalf of AMPLY in performing under this Agreement, including any of the preceding arising from any suggestion, enhancement request, recommendation or other feedback provided by Customer.

13.2 Charging Data. AMPLY shall retain ownership of all data, information, and content relating to the Charging Management Services ("**Charging Data**"), as applicable. AMPLY grants to Customer a non-exclusive, royalty-free, perpetual right and license to use solely for its own internal business purposes the Charging Data relating to Customer's access to or use of the Charging Equipment and/or Charging Management Services ("**Customer-Specific Charging Data**"). AMPLY will make Customer Specific Charging Data available via the AMPLY Software during the Term. After the Term, Customer will have a period of ninety (90) days during which AMPLY will provide the Customer-Specific Charging Data to Customer in a common format upon Customer's request at no additional charge. After such ninety (90) day period, AMPLY reserves the right to charge Customer on a time and materials basis for any Customer-Specific Charging Data that is not immediately retrievable. Notwithstanding the foregoing, AMPLY has no obligation to retain Customer-Specific Charging Data after such ninety (90) day period. As between Customer and AMPLY, Customer shall retain ownership over any other data, information, or content that Customer makes available to AMPLY in order to enable AMPLY to provide the Charging Management Services.

14. MISCELLANEOUS

14.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, with respect to the subject matter hereof.

14.2 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the Party providing such waiver and shall not be implied by any usage of trade, course of dealing, or course of performance. No exercise of any right or remedy by either Party shall constitute a waiver of any other right or remedy of such Party contained herein or provided by Applicable Law. Except as otherwise provided in this Agreement, no delay or failure to exercise, or partial exercise, by a Party of any right or remedy under this Agreement shall limit or otherwise affect such right or remedy. Any waiver of performance by a Party hereunder shall be limited to the specific performance waived by such Party and shall not constitute a continuous waiver or a waiver of future performance, unless otherwise provided in a writing signed by such Party.

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction.

14.4 Dispute Resolution; Waiver of Jury Trial. Any unresolved dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled in accordance with the American Arbitration Association ("**AAA**") rules for commercial arbitration in effect on the date of this Agreement. The arbitrators shall be independent and selected by AAA. If the total amount in dispute is less than One Million US Dollars (\$1,000,000) there shall be a single (1) arbitrator. If the total amount in dispute is One Million US Dollars (\$1,000,000)

or greater, there shall be three (3) arbitrators. The award of the arbitrators shall be accompanied by a reasoned opinion. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas and the language of the arbitration shall be English. Except to the extent expressly provided herein, the arbitrators are not empowered to award consequential, indirect, special, punitive or exemplary damages, and each Party hereby irrevocably waives any damages in excess of actual damages. Either Party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). The courts of the State of Delaware shall have jurisdiction to hear any action to compel arbitration or any other judicial proceedings with respect to this Agreement. **IF PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING RELATING TO A DISPUTE UNDER THIS AGREEMENT AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.**

14.5 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises in connection with this Agreement, this Agreement shall be construed as if drafted jointly by the Parties.

14.6 Headings. The titles and headings of the Sections, Modules, and Exhibits are intended solely for ease of reference and shall not modify, or be used in the interpretation or construction of, any provision of this Agreement.

14.7 Publicity. Neither Party shall (a) issue any media releases or public disclosures relating to this Agreement, or (b) use the name, logo, or marks of the other Party without the prior written consent of the other Party. Notwithstanding the forgoing, AMPLY may use Customer's name and logo in AMPLY's marketing and promotional materials that include customer lists.

14.8 Status of the Parties. AMPLY shall be an independent contractor to Customer with respect to the obligations hereunder, and neither AMPLY, nor any of its subcontractors, employees, representatives, or agents, shall be deemed to be the subcontractors, employees, representatives, or agents of Customer in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties.

14.9 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties and their successors and permitted assigns and, except as otherwise provided in this Agreement, no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim, in connection with this Agreement.

14.10 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by such Party under this Agreement and to effectuate the purposes and intent of this Agreement.

14.11 Amendments. No change, amendment, or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment, or modification shall be in writing and duly executed by both Parties.

14.12 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable shall be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this Agreement invalid, illegal, or unenforceable. The Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible with respect to the transactions contemplated by this Agreement.

14.13 Counterparts. This Agreement may be executed in separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

14.14 Subcontractors. AMPLY is permitted to use subcontractors to perform its obligations under this Agreement. AMPLY will be responsible for all work performed by subcontractors to the same extent as if such work was performed by AMPLY.

14.15 Notices. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, or electronic mail. Notice by electronic mail or hand delivery shall be effective when received. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its address for notices by providing notice of same in accordance herewith. Notices shall be addressed to each Party as noted on the signature page of this Agreement.

14.16 Survival. The following Sections shall survive termination or expiration of this Agreement: 3, 4.3, 5, 7, 8, 12, 13, and 14, along with those provisions that, by their nature, are intended to survive termination or expiration of this Agreement.

14.17 Definitions. Capitalized terms used in this Agreement but not otherwise defined herein yet shall have the following meanings. For clarity, unless otherwise specified, reference to Section means such Section in the body of the Agreement.

“**Affiliate**” means, with respect to any Person, any other Person controlling, controlled by, or under common control with such first Person. For purposes of this definition, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of a Person through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and shall include all Site Addendums.

“**AMPLY**” has the meaning set forth in the preamble to this Agreement.

“**AMPLY Equipment**” mean the electric vehicle charging equipment to be provided by AMPLY, as further described in the Site Addendum, which remains AMPLY-owned.

“**AMPLY Marks**” has the meaning set forth in Section 2.3.

“**AMPLY Software**” means any software provided by AMPLY for use in connection with AMPLY’s performance under this Agreement, including, without limitation, any such software described in the Site Addendum.

“**Applicable Law**” means any applicable constitution, charter, act, statute, law (including common law), ordinance, code, standard, rule, regulation, judgment, decree, writ, order, Permit, or the like, as any of the foregoing may change from time to time, of any Governmental Authority.

“**Bankruptcy Event**” means, with respect to a Person, (a) a voluntary proceeding shall be commenced or an involuntary petition shall be filed seeking (a) liquidation, reorganization, or other relief in respect of such Person or its debts, or of a substantial part of its assets, under any federal, state, or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, or (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator, or similar official for such Person or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of sixty (60) or more days or an order or decree approving or ordering any of the foregoing shall be entered, (1) if such Person makes a general assignment for the benefit of its creditors, or (2) if such Person files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts.

“**Business Day**” means any calendar day other than a Saturday, Sunday, or federal or state holiday in the state where the Charging Facility Area is located.

“**Change in Law**” means the enactment, adoption, promulgation, modification (including a written or oral change in interpretation by a Governmental Authority), or repeal of any Applicable Law of the United States of America or of the state where the respective Charging Facility Area is located (or any county or local jurisdiction in such location), following the Effective Date, that affects AMPLY’s obligations under this Agreement; provided, however, that Change in Law shall not include any change in any Applicable Law (a) regarding immigration, taxes, employment, or corporate organization or qualification to do business, or (b) enacted prior to the Effective Date that becomes effective on or after the Effective Date.

“**Charging Equipment**” means the AMPLY Equipment, Customer Equipment, and any Purchased Equipment.

“**CMS**” has the meaning set forth in Section 1.1.

“**CMS Equipment**” means any Charging Equipment to be managed by AMPLY pursuant to its Maintenance and Support Services.

“**Confidential Information**” has the meaning set forth in Section 12.1.

“**Contract Price**” has the meaning set forth in Section 3.1.

“**Customer**” has the meaning set forth in the preamble to this Agreement.

“**Customer Equipment**” means any electric vehicle charging equipment to be supplied by Customer or any third party.

“**Defaulting Party**” has the meaning set forth in Section 6.

“**Effective Date**” has the meaning set forth in the preamble to this Agreement.

“**Event of Default**” has the meaning set forth in Section 6.

“**Financing Party**” means any and all current and prospective third-party lenders, security holders, note or bond holders, lien holders, investors, equity providers, leveraged lease providers, holders of indentures, security agreements, mortgages, deeds of trust, or pledge agreements, and providers of swap agreements, interest rate hedging agreements, letters of credit, and other documents evidencing, securing, or otherwise relating to the construction, interim or long-term financing or refinancing of the Charging Equipment, AMPLY or any of its Affiliates, or their successors and assigns, and any trustees or agents acting on their behalf.

“**Force Majeure**” means any event that occurs subsequent to the Effective Date and before the termination or expiration of the Term of this Agreement and that delays or prevents a Party’s performance of its obligations under this Agreement, but only to the extent that (i) such event of Force Majeure is not attributable to fault or negligence on the part of that Party, (ii) such event of Force Majeure is caused by factors beyond that Party’s reasonable control, and (iii) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate, or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate, or overcome such event or consequences. Force Majeure shall in any event include the following:

- (a) failure or interruption of electrical service by the Local Utility;
- (b) acts of God such as storms, hurricanes, floods, lightning, fire, explosion, quarantine, earthquakes, volcanic eruptions, or other natural disasters;

- (c) sabotage or destruction by a third party of facilities and/or Equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (d) war, riot, epidemic, acts of a public enemy, or other civil disturbance;
- (e) pandemic or epidemic, and any related orders of any Governmental Authority;
- (f) strike, walkout, lockout, or other significant labor dispute; or
- (g) action or inaction of a Governmental Authority (including any Change in Law) that prevents operation of the Charging Equipment or prevents the Charging Management Services.

“**Good Industry Practice**” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric power industry, including those that would be followed by a prudent operator of electric vehicle charging Equipment similar to the Charging Equipment. Good Industry Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods, or acts generally accepted in the region and industry.

“**Governmental Authority**” means (a) any international, foreign, federal, state, county, district, provincial, or municipal government or political subdivision thereof, (b) any legislature or court or judicial body, (c) any authority, agency, tribunal, commission, board, or department connected to any such entities or institutions exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of or pertaining to government, (d) any regulation or rule-making entity, or (e) any Person acting under the authority of any such entity set forth in subpart ‘(a)’, ‘(b)’, ‘(c)’, or ‘(d)’, in each case, to the extent having jurisdiction over the Charging Facility Area, or any of the Parties or their respective Affiliates.

“**Indemnified Losses**” has the meaning set forth in Section 9.1.

“**Indemnified Party**” has the meaning set forth in Section 9.1.

“**Indemnifying Party**” has the meaning set forth in Section 9.1.

“**Local Utility**” means the local electric utility providing electrical service to the Charging Facility Area.

“**Party**” or “**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Purchased Equipment**” means the electric vehicle charging equipment to be purchased by Customer from AMPLY as further described in the Site Addendum.

“**Term**” has the meaning set forth in Section 7.1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Customer

City of Hallandale Beach

By: _____
Printed Name:
Title:

Address for notice:

<<Insert address>
Attn: <<Insert contact>>

AMPLY

AMPLY Power, Inc.

By: _____
Printed Name:
Title:

Address for notice:

AMPLY Power, Inc.
335 E Middlefield Blvd
Mountain View, CA 94043
Attn: Legal

with a copy to:

**SCHEDULE 1
SITE ADDENDUM**

This Site Addendum (this “**Site Addendum**”) is dated <<Date>> (the “**Addendum Effective Date**”) and is entered into in connection with, and made a part of the Master Customer Agreement (“**Agreement**”) dated _____, 202__ between AMPLY Power, Inc. (“**AMPLY**”) and City of Hallandale Beach (“**Customer**”).

This Site Addendum describes the Charging Management Services to be provide by AMPLY for the following Customer Site: Public Works Yard: 630 NW 2nd St Hallandale Beach FL, 33009

This Site Addendum is effective as of the Addendum Effective Date and shall continue for a period of 5 years (the “**Site Term**”)

If selected, this Site Addendum consists of the following exhibits:

INCLUDED	
X	Exhibit 1-A - Basic Terms
X	Exhibit 1-B - Charging Equipment List
X	Exhibit 1-C - Charging Facility Area and Preparation
X	Exhibit 1-D - Milestone Schedule
X	Exhibit 1-E - Scope of Work
X	Exhibit 1-F - Maintenance and Support
x	Exhibit 1-G - Environmental Attributes Assignment

If selected, this Site Addendum also includes the following terms under the Agreement:

INCLUDED	
X	Module 1 - Development of Infrastructure
X	Module 2 - Charging Equipment
X	Module 3 - AMPLY Software
x	Module 4 – Environmental Attributes

IN WITNESS WHEREOF, the Parties have caused this Site Addendum to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

Customer

City Hallandale Beach

By: _____
Printed Name:
Title:

AMPLY

AMPLY Power, Inc.

By: _____
Printed Name:
Title:

EXHIBIT 1-A
Basic Terms

I. SITE:

Public Works Yard

II. PROJECT SUMMARY:

AMPLY will provide the following Charging Management Services for the Site:

- AMPLY Software known as OMEGA
- Charging Equipment as set forth in Exhibit B
- Charging infrastructure design and construction as set forth in Exhibit E
- Maintenance and Support Services as set forth in Exhibit F

III. SITE TERM:

This Site Addendum is effective as of the Addendum Effective Date and shall continue for a period of 5 years (the “**Site Term**”).

IV. CONTRACT PRICE:

- A. AMPLY Software Fees. The 5-year upfront fee for the AMPLY Software (“**AMPLY Software Fee**”) shall be \$124,260, which represents a pre-pay discount of 5%.
- B. Equipment and Deployment Fees. The fee for the AMPLY Equipment, Purchased Equipment, and/or installation of the same (the “**Equipment and Deployment Fee**”) shall be \$1,196,725
- C. Maintenance Fee. The 5- year upfront fee for the Maintenance and Support Services (“**Maintenance Fee**”) shall be \$76,600.
- D. Equipment Relocation Fee. The Equipment Relocation Fee shall be \$42,730
- E. Convenience Cancellation Charge.

<<For termination prior to COD, the Convenience Cancellation Charge is equal to AMPLY’s demonstrable hard costs and expenses expended in furtherance of procurement and installation of the Charging Equipment plus a fee equal to fifteen percent (15%) of such demonstrated costs and expenses.

For termination after COD, the Convenience Cancellation Charge is equal to one year of the annual recurring fees under this Site Addendum. >>

V. PAYMENT TERMS

- A. Equipment Fee. Customer shall pay the Equipment Fee, based on equipment ordered and/ or services performed on or before the date that is three (30) Business Days from the Addendum Effective Date >>.
- B. AMPLY Software Fees. The AMPLY Software Fee shall be invoiced upfront upon the Commercial Operations Date.
- C. Operation and Maintenance Fees. The Operation and Maintenance Fee “ ELEVATE Hassle- Free Maintenance” shall be invoiced upfront upon the Commercial Operations Date.

D. Additional Terms.

1. The <<Insert Utility Program>> program is expected to install new meter and electrical equipment and infrastructure. <<Insert Utility Program>> program is also expected to contribute a rebate to AMPLY for 50% of <<Specify Equipment>> cost. If <<Insert Utility Program>> program does not cover these expected costs, they will be Customer's responsibility.
2. <<Insert 2nd funding source if applicable>> funding is expected to contribute Infrastructure Funding. If <<Insert 2nd funding source if applicable>> award funding does not cover the expected costs shown in the <<Insert referenced document>>, they will be Customer's responsibility.

VI. <<METERING:

[] AMPLY [x] Customer shall maintain a [x] dedicated [] shared metering system, including the Local Utility meter (“**Meters**”) to track use of the Charging Equipment and provide quantity measurements of electrical energy delivered by the Charging Equipment from the Commercial Operation Date and through the Site Term (“**Delivered Energy**”). The Meters shall be bi-directional and shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity. Delivered Energy is measured without adjustment for electrical losses during charging. AMPLY shall test Meters during installation and commissioning of the Charging Equipment. Once per year after COD, Customer will make the Meters available to AMPLY, at Customer and AMPLY's convenience, for testing at AMPLY's expense and discretion. Customer may request a test of Meters, but Customer shall bear the cost of such testing unless the test identifies an inaccuracy outside of a two percent (2%) margin of error, in which case AMPLY shall be responsible for the cost of the special testing.>>

VII. <<PROGRAM PARTICIPATION:

AMPLY shall have the right, solely upon Customer's approval unless required by law, to enroll the Local Utility meter connected to the Charging Equipment in any present or future demand response program, or other Local Utility or government program, provided that such enrollment does not materially impair AMPLY's ability to provide the Charging Management Services according to the terms set forth in this Agreement. AMPLY will administer the operation of the CMS with respect to any such program and agrees to credit or pay to Customer fifty percent (50%) of any revenues after costs that AMPLY actually receives with respect to use of the CMS in connection with such program. Participation in any program shall only be done if it: (a) results in additional savings to AMPLY and Customer, (b) does not impact the availability to provide fully charged vehicles or Customer's vehicle operations, and (c) does not impact the life of the batteries or void the battery, charger, or vehicle warranty.>>

**EXHIBIT 1-B
Charging Equipment List**

A. AMPLY Equipment List.

List of Charging Equipment to be provided by AMPLY which AMPLY retains ownership of.

Quantity	Description
<<>>	<<>>

B. Purchased Equipment List.

List of Charging Equipment that Customer is purchasing from AMPLY.

Quantity	Description
1	Heliox Flex180 Power Cabinet
3	Heliox CCS1 Dispensers
1	AMPLY Site Controller
1	2000A Switchgear
1	15000kVa MV transformer
1	Balance of System- all supporting components and materials

C. Customer Equipment.

List of Charging Equipment that is not owned or provided by AMPLY, and is owned by Customer or third-party entity.

Quantity	Description
3	Heliox Flex180 Power Cabinet
9	Heliox CCS1 Dispensers


Quote#	Hallandale Beach- DPW BEB Facility					
Date:	8/23/22					
Valid for:	45 days from "Date"					
AMPLY is pleased to deliver this Quotation to:						
Company:	City of Hallandale Beach			FROM:	Company: AMPLY Power, Inc.	
Contact:	Peter Kunen			Contact:	Jeff Palmer	
Email:	pkunen@hallandalebeachfl.gov			Email:	jpalmer@amplypower.com	
Phone:	(954) 457-3042			Phone:		
Attn:				Attn:	Accounts Receivable	
Attn Email:				Attn Email:	billings@amplypower.com	
Address:	630 NW 2nd St Hallandale Beach, FL 33009			Address:	335 E. Middlefield Rd Mountain View, CA 94043	
Project Name: City of Hallandale Beach Description: AMPLY Design and Planning Services Provide OMEGA Charge Management Software (CMS) licenses on an annual basis for all controlled chargers Integrate and configure customer's telematics software to OMEGA AMPLY to provide 1 Heliox 180Flex Power Cabinet and 3 Heliox 250A Dispensers and AMPLY Site Controller Customer will provide 3 Heliox 180Flex Power Cabinets and 9 Heliox 250A Dispensers to be installed by AMPLY Install semi-permanent INRUSH raceway and mounting platforms and Heliox EVSE for use until permanent infrastructure is completed. Relocate Heliox EVSE to permanent infrastructure when completed and remove INRUSH semi-permanent material. Install new Utility Medium Voltage 1500kVA transformer, 2000A 480V Switchgear, and all required balance of system equipment 5 Year Parts and Labor SLA and AMPLY ELEVATE Hassle Free Maintenance for all Heliox EVSE with spare parts inventory Pricing Excludes: Shipping costs to be calculated at time of shipment and paid out of Contingency at actual shipping cost.						
Quotation						
Equipment						
Line#	Part#	Description	Qty	Unit Price	Unit Type	Total (US\$)
1.1	AMP-ASC	AMPLY Site Controller	1	\$14,000	Equipment	\$14,000
1.2	AMP-INRUSH	Surface mount raceway and mounting platforms for EVSE	1	\$75,000	Equipment	\$75,000
1.3	SWGR-2000-480	Switchgear 2000A (3PH 480V) and Transformer (1500kVA, 13.2kV-480V)	1	\$317,800	Equipment	\$317,800
1.4	EVSE-HLX-PC-180	Heliox - EVSE - DCFC 180kW Power Cabinet	1	\$77,655	Equipment	\$77,655
1.5	EVSE-HLX-DIS-250	Heliox - EVSE - DCFC 250A CCS1 Dispenser	3	\$14,120	Equipment	\$42,360
1.6	WARR-HLX-PC-SPL	Heliox - EVSE - Power Cabinet 5-Year SLA (includes extended warranty)	4	\$31,373	Equipment	\$125,490
1.7	WARR-HLX-DIS-5PL	Heliox - EVSE - Dispenser 5-Year SLA (includes extended warranty)	12	\$5,415	Equipment	\$64,980
1.8	WARR-HLX-SPARE	Heliox - EVSE - Spare Parts Kit - 250A Cable + CCS1 Assembly	2	\$2,500	Equipment	\$5,000
SUB TOTAL:						\$722,285
SALES TAX*						excluded
EQUIPMENT TOTAL:						\$722,285
* Sales Tax excluded from quotation; Customer liable for sales taxes where applicable.						
Install and Deployment Services						
Line#	Part#	Description	Qty	Unit Price	Unit Type	Total (US\$)
2.1	AMP-PM	AMPLY Project Management and Utility Coordination Service	1	\$79,990	Services	\$79,990
2.2	AMP-PM	AMPLY Owner's Rep Blue Print Service @ \$200/hr	1	\$41,600	Services	\$41,600
2.3	AMP-ENG	AMPLY Site Survey, Design, Engineering, Permitting Services	1	\$34,500	Services	\$34,500
2.4	AMP-EPC	AMPLY Construction & Installation Services - EVSE and Balance of System	1	\$293,150	Services & Material	\$293,150
2.5	EVSE-HLX-PC-CONF	Heliox - EVSE - DCFC Commissioning and Configuration - Power Cabinet	4	\$1,500	Services	\$6,000
2.6	EVSE-HLX-DIS-CONF	Heliox - EVSE - DCFC Commissioning and Configuration - Dispenser	12	\$900	Services	\$10,800
2.7	AMP-CONF-V	Telematics Configuration to OMEGA - per Vehicle	12	\$350	Services	\$4,200
2.8	AMP-CONF-C	EVSE Configuration and Commissioning to OMEGA - per EVSE	12	\$350	Services	\$4,200
2.9	AMP-SHIP	Shipping Costs	1	TBD	Services	TBD
SUB TOTAL:						\$474,440
SALES TAX:						excluded
INSTALLATION AND PROJECT MANAGEMENT TOTAL:						\$474,440
EQUIPMENT AND DEPLOYMENT TOTAL:						\$1,196,725
2.10	AMP-CONT	Customer Required Contingency - 20% of Total Project Cost <i>note: this will only be billed against as needed</i>	1	\$239,350	Contingency	\$239,350
NOT TO EXCEED EQUIPMENT AND DEPLOYMENT TOTAL:						\$1,436,075
* Sales Tax excluded from quotation; Customer liable for sales taxes where applicable.						
Annual License Fees						
Line#	Part#	Description	Qty	Unit Price	Unit Type	Total (US\$)
3.1	AMP-OMEGA-HD-5	OMEGA Annual License (Heavy Duty) w/ 5% discount	12	\$2,071	5 Year License Pre-Pay	\$124,260
3.2	AMP-HFM-5	ELEVATE Hassle Free Maintenance (Heliox Power Cabinet)	4	\$2,510	5 Year License Pre-Pay	\$50,200
3.3	AMP-HFM-5	ELEVATE Hassle Free Maintenance (Heliox Dispenser)	12	\$440	5 Year License Pre-Pay	\$26,400
SUB TOTAL:						\$200,860
SALES TAX:						\$0
5 YEAR LICENSES TOTAL:						\$200,860
** Annual License fees assume no LCFS credits; no utility energy costs included						
Relocation Services						
Line#	Part#	Description	Qty	Unit Price	Unit Type	Total (US\$)
4.1	AMP-EPC	AMPLY Construction & Installation Services - Relocate EVSE to Permanent Infrastructure	1	\$42,730	Services & Material	\$42,730
4.2	AMP-CONT	Customer Required Contingency - 20% of Total Project Cost <i>note: this will only be billed against as needed</i>	1	\$8,546	Contingency	\$8,546
SUB TOTAL:						\$51,276
SALES TAX:						excluded
NOT TO EXCEED RELOCATION TOTAL:						\$51,276

EXHIBIT 1-C
Charging Facility Area and Preparation

A. Charging Facility Area.

The location of the planned Charging Facility Area will be at:

**630 NW 2nd St
Hallandale Beach, FL 33009**



B. Charging Facility Preparation Requirements.

Customer shall perform all work associated with capping drying bed area in the northwestern portion of the Public Work Area, including installing a permanent parking surface. Once complete, this area will be free and clear of any obstructions and will be available for the INRUSH system and bus parking, charging and necessary bus circulation in and out of charging areas.

Customer shall allocate <<Insert Number of Spaces Needed>> parking spaces that are to be the Charging Facility Area installation of the Charging Equipment and the parking/charging of the electric vehicles. Customer shall use best efforts to ensure that the Charging Facility Area spaces shall be contiguous to minimize cable runs and installation costs, and to facilitate maintenance and repair access.

**EXHIBIT 1-D
Milestone Schedule**

Target Commercial Operation Date for Charging Equipment: <<Insert Date>>

I. Target Milestone Schedule

	<u>Milestone</u>	<u>Target Date</u>
1	Contract Execution	October 2022
2	Kick off meeting	October 2022
3	Completion of CD30's	December 2022
4	Completion of CD100's	February 2023
5	Permit Received	April 2023
6	Delivery of EVSE's	July 2023
7	Substantial Completion	August 2023
8	Commercial Operation Date	September 2023
9	Completion/ Close-Out	October 2023

II. The Target completion date is dependent on:

- a. Customer's fully executed agreement returned to AMPLY on or before <<Insert Date>>
- b. Customer POC attendance at schedule kick off meeting
- c. Delivery from EVSE manufacturer of EV charging stations 45 days before Commercial Operation Date
- d. Customer to provide requested telematic data for testing and verification before Substantial Completion Date
- e. Completion of <<Utility Program if applicable>> meter and equipment installation by <<Insert Date>>

III. Conditions Precedent

Condition	Due Date
Drying bed area capped, paved and full accessible for INRUSH system installation	June 2023

EXHIBIT 1-E
Scope of Work

The Scope of Work is defined as below. Any deliverables or tasks not defined below are excluded from the Scope of Work.

Owner’s Rep

Provide Design and Planning Consulting Services to Customer from Effective Date until 90% construction drawings (CD90s) completion of the new maintenance building which will also include the permanent charging system for battery electric buses. Owner’s Rep Services include the following:

- i. Represent Hallandale Beach’s best interests amongst trade contractors to ensure operational focus is maintained during planning and design of permanent charging system
- ii. Attend weekly meetings which include site programming, new utility service from FPL and architectural and electrical design development
- iii. Interface directly with BYD and Heliox teams for technical and practical requirements
- iv. Weekly involvement will account for 8hrs/ week for a total duration of 26 weeks. If necessary, the duration can be extended with written approval from both parties

INRUSH

Project Management

Provide Project Management Services to Customer from Effective Date until completion of the INRUSH Charging Facility (including work after the Commercial Operation Date). Project Management Services include the following:

- v. Management of all AMPLY sub-contractors, utilities, and AHJ’s
- vi. Management of AMPLY and sub-contractor deliverables
- vii. Regular project communication between AMPLY and Customer. Communication preferences between AMPLY and Customer shall be discussed and defined in the Kickoff call.

Engineering

Create and deliver an engineered drawing package for INRUSH Charging Facility. Engineered drawing packages are to be suitable for pre-construction planning and collaboration with Customer.

Engineering deliverables provided to Customer shall include the following:

- i. Preliminary Design (“CD30”):
 - a. AMPLY will create conceptual plans showing the proposed physical layout, along with electrical single-line diagram indicating the major equipment components and interconnection method.
- ii. Review with Customer on CD30’s
- iii. Permit Ready (“CD100”):
 - a. Based on the approved Conceptual Design drawings (CD30), AMPLY will generate the Design Development drawing set. These drawings will substantially design and detail the physical site layout, and the electrical systems, EV chargers, and charge management sub-systems and interconnects. These drawings will be used for securing any applicable permits.

- iv. Review with Customer on CD100's
- v. Issued for Construction Ready ("IFC")
 - a. Based on comments from any relevant Authority-Having-Jurisdiction (AHJ), AMPLY will revise the Permit Ready (CD100) drawing set. After all permits are secured the drawing set shall be called Issued for Construction (IFCs).
- vi. As-Builts Drawings ("As-Builts"):
 - a. After the system is installed and accepted by any relevant AHJ's and Customer, AMPLY will revise the Issued for Construction (IFCs) drawing set to match the built system. AMPLY to provide Customer with copies of As-Built Drawings upon completion.
- vii. Deliverables shall be electronic PDF format and any other Customer-requested format reasonably available to AMPLY
- viii. Reasonable Customer revisions for comments, including value engineering, are included at each of CD30 and CD100.

Permitting

Secure all necessary utility, building, and safety permits from all relevant Authority-Having-Jurisdiction (AHJ) before construction begins. Secure all necessary utility, building, and safety inspections from relevant AHJ's after system is installed.

Permitting deliverables provided to Customer shall include the following:

- viii. Copies of Approved Permits prior to system installation
- ix. Copies of Approved Permits/Inspections after system installation
- x. Deliverables shall be electronic PDF format

Procurement

Purchase and deliver all equipment specified in the attached Quote Sheet. Purchase and deliver all other necessary equipment not specified in the Quote Sheet required to construct a safe and functional system.

- I. 1500kVa MV transformer and 2000A switchgear, concrete pads and electrical and communication conduit and wiring
- II. 1 Heliox Flex180 Power Cabinet with 3 dispensers
- III. Above- ground modular EBOS (electrical balance of system) including
 - a. Pre-fabricated EVSE cabinet and dispenser base system
 - b. Enclosed, interlocking cable raceway and conduit branch system
 - c. Electrical and communication wiring
- IV. AMPLY Site Controller with dedicated cellular connectivity
- V. 5 Year Heliox Service Level Agreement (SLA)
 - a. Extended warranty for a total of 5 years (2 year std warranty included in equipment purchase)
 - b. Spare parts

Construction

Construct the system using qualified and licensed personnel and contractors. Customer to ensure AMPLY maintains maximum possible site access during construction phase.

The Construction scope shall include the following:

- I. Construct, install and connect all customer side electrical equipment to FPL MV system
- II. Assemble, anchor to parking lot surface and interlocking of semi- permanent INRUSH system
- III. Interconnection of INRUSH with 3 Heliox Power and 9 dispensers to 2000A switchgear
- IV. Install bus stall striping, wheel stops and informational and instructional signage

The Construction scope shall exclude the following:

- i. All aspects involved the capping of the drying beds, engineering, permitting and installation of permanent parking surface for the future INRUSH system
- ii. Any construction work to ensure ADA compliance
- iii. Any construction work to bring pre-existing code-violations into compliance
- iv. New permanent fencing
- v. Prevailing wages for contractors

Commissioning

Test and commission system to ensure safe and reliable operation of future Charge Management Services offered by AMPLY in a separate contract.

The Commissioning scope shall include the following:

- i. Test and commission EV chargers
- ii. Test, connect, and configure AMPLY Site Controller
- iii. Configure Customer's vehicle telematics system to AMPLY Command Center
- iv. Commission complete CMS system and ensure function/operation.
- v. Provide documentation of commissioning to Customer

I. Relocation to Permanent Infrastructure

- II. Upon completion of maintenance building, AMPLY will relocated Heliox chargers to permanent infrastructure location
- II. Removal of all semi-permanent balance of system components
- III. Total system installation, testing and commission will account for all 4 Heliox Power Cabinets and 12 dispensers
- IV. Commissioning activities list above will be performed for the AMPLY procured Heliox power cabinet and 3 dispensers

EXHIBIT 1-F
Maintenance and Support Services

Provided that Customer has paid all amounts then due and payable, during the Site Term, AMPLY shall provide support to Customer as provided herein.

AMPLY Software, as defined in the Agreement, is also referred to herein as OMEGA.

1. General Support.

AMPLY will provide the categories of support marked below:

INCLUDED	Support Service	Commencement Date
X	OMEGA Support Services	<<COD>>
X	OMEGA Availability Commitment (Exhibit 1-F(a))	<<COD>>
X	Email Support	<<Addendum Effective Date>>
X	Telephone Support - 8:00am to 5:00pm (Pacific Time)	<<COD>>
N/A	ELEVATE Telephone Support – 24x7 Severity1 Issues	<<COD>>
X	ELEVATE Hassle-Free Maintenance	<<COD>>
X	ELEVATE Hassle-Free – Service Commitment (Exhibit 1-F(b))	<<COD>>
X	ELEVATE Hassle-Free – Preventative Maintenance (Exhibit 1-F(c))	<<COD>>
X	ELEVATE Hassle-Free – Repair and Replace (Exhibit 1-F(d))	<<COD>>
X	AMPLY Site Controller and AMPLY Network Switch Extended Warranty	<<COD>>

Only the categories that are checked “X” in the “INCLUDED” column are included under this Site Addendum. Any categories not checked may be available upon request and mutually agreed upon fees. For any Maintenance Services that are included in this Site Addendum, AMPLY will perform such Maintenance Services for this Site beginning on the Commencement Date shown.

2. OMEGA Support Services. If included in Section 1, AMPLY will provide the following support to Customer:

- OMEGA hosting and maintenance;
- OMEGA Command Center portal user account maintenance;
- Assistance in identifying and verifying the causes of suspected errors in OMEGA;
- Clarification of documentation relating to OMEGA; and
- OMEGA enhancement feature requests.

3. OMEGA Availability Commitment. If included in Section 1, AMPLY will provide the OMEGA Availability Commitment set forth in Exhibit 1-F(a).

4. E-Mail Support. If included in Section 1, Customer may contact AMPLY support via email. Support emails may be sent to support@amplypower.com.

5. Telephone Support. If included in Section 1, AMPLY will provide telephone support during the hours listed in the Support Service table, Monday through Friday (excluding holidays) in English. Other telephone support hours can be agreed

6. Telephone Support – 24x7 Severity1 Issues. If included in Section 1, AMPLY will provide telephone support for Severity 1 issues under included OMEGA Availability Commitment and/or ELEVATE Hassle-Free – Service Commitment at all times (24x7) 24 hours a day, 7 days a week. Telephone support will be in English.

7. ELEVATE Hassle-Free Maintenance. If included in Section 1, AMPLY will provide AMPLY’s Hassle-Free Maintenance for this Site. Hassle-Free Maintenance may consist of: (a) ELEVATE Hassle-Free – Service Commitment, (b) ELEVATE Hassle-Free – Preventative Maintenance, and/or (c) ELEVATE Hassle-Free – Repair and Replace, as indicated in Section 1. Hassle-Free Maintenance for the Site applies only to the Charging Equipment to be managed by AMPLY listed below (“**CMS Equipment**”). CMS Equipment may be AMPLY Equipment, Purchased Equipment, or Customer Equipment. All CMS Equipment must maintain an underlying equipment warranty from the manufacturer, or be explicitly exempted from underlying equipment warranty, in order for AMPLY’s Hassle-Free Maintenance obligations to apply. Customer grants AMPLY and its authorized representatives and subcontractors the right to enter Customer’s location(s) (including, without limitation, each Site and each Charging Facility Area therein) in order to perform Hassle-Free Maintenance.

CMS Equipment
(1) AMPLY Site Controller

8. ELEVATE Hassle-Free Maintenance Service Commitment. If included in Section 1, AMPLY will provide ELEVATE Hassle-Free Maintenance Service Commitment pursuant to Exhibit 1-F(b).

9. ELEVATE Hassle-Free Maintenance – Preventative Maintenance. If included in Section 1, AMPLY will provide ELEVATE Hassle-Free Maintenance – Preventative Maintenance pursuant to Exhibit 1-F(c).

10. ELEVATE Hassle-Free Maintenance – Repair and Replace. If included in Section 1, AMPLY will provide ELEVATE Hassle-Free Maintenance – Repair and Replace pursuant to Exhibit 1-F(d).

11. AMPLY Site Controller and AMPLY Network Switch Extended Warranty. If included in Section 1, the AMPLY Site Controller and AMPLY Network Switch are provided with a 2-year parts warranty. This is extended to a parts and labor warranty for the duration that OMEGA licenses are maintained in continuous effect at the Site where the AMPLY Site Controller and AMPLY Network Switch are installed.

EXHIBIT 1-F(A)
OMEGA Availability Commitment

OMEGA is provided with an Availability Commitment and Service Level Agreement (“SLA”) including remedies for failure to deliver the Availability, all as described below.

Relevant Customer Information for OMEGA Availability Commitment:

Customer Contact Point	TBD (name, email, cell for primary contact for Customer site)
<<Customer Business Hours/Minutes>>	<<Examples: 6am to 6pm, or 24x7>>

1. SERVICE LEVELS.

1.1 Provided that Customer is current and active with at least one OMEGA license, AMPLY commits to the following SLA around access to OMEGA, and response to any issue with respect to OMEGA. AMPLY commits to minimum uptime and system response time service levels with associated penalties set forth below.

1.2 Availability Commitment Remedies can only be claimed by a named Customer Contact Point who is available during the event and/or has delegated its obligations to AMPLY to a named substitute Customer Contract Point.

1.3 Metrics and Measurement Methodology Table:

Metric	Description	Measurement	Frequency of Measurement
OMEGA Availability	Availability of OMEGA to Customer	% uptime as specified in “OMEGA Availability” section below	Monthly
Process Quality	Operational errors	Data processing accuracy and/or error rate	Monthly
Data Processing Time	Time required to process data received from Customer	All data is accurately processed within the processing window (shown in Service Level below). Calculated using number of files that were not processed within the processing window divided by the total number of files.	Monthly

1.4 Service Level and Remedies/Penalties Table:

Metric	Service Level	Remedies / Penalties
OMEGA Availability	99.9%	10% reduction of monthly OMEGA fee for the applicable month for failure to meet OMEGA Availability levels by up to 1% of total hours (i.e. 98.9% availability rather than 99.9%). 20% reduction of monthly OMEGA fee for the applicable month for failure to meet OMEGA Availability levels by between 1% and 5%. 30% reductions of monthly OMEGA fee for the applicable month for failure to meet OMEGA Availability levels by 5% to 20%. 80% reduction of monthly OMEGA fee for the applicable month if OMEGA Availability is below 80%.

Metric	Service Level	Remedies / Penalties
Process Quality	Daily	Processing errors will result in a 5% reduction in monthly OMEGA fees for the applicable month for every 5% or partial 5% of data processed with processing errors.
Data Processing Time	Daily	If failure to meet timeframe/timeliness of data availability is less than 5% of monthly file volume, then remedy is equal to 5% reduction in monthly OMEGA fee for the applicable month. If failure to meet timeframe/timeliness of data availability is greater than 5% then remedy is equal to the percentage of data failure to be available within timeframe. (for example: if % failure = 20%, penalty = 20% reduction in the monthly OMEGA fee for the applicable month)

The total penalty in one month cannot exceed 100% of monthly fees for OMEGA.

2. OMEGA AVAILABILITY – UPTIME.

2.1 AMPLY shall make OMEGA available to Customer end users not less than ninety-nine point nine percent (99.9%) of the time, except as provided below.

2.2 OMEGA Availability will be calculated per calendar month, as follows:

$$\left(\left(\frac{\text{total} - \text{excluded} - \text{nonexcluded}}{\text{total} - \text{excluded}} \right) * 100 \right) = \text{OMEGA Availability}$$

Where:

- (a) “total” means the total number of seconds for the month
- (b) “non excluded” means downtime business seconds that are not excluded
- (c) “excluded” means downtime business seconds are excluded due to:
 - (i) any planned downtime for scheduled maintenance and downtime within a maintenance window both of which shall not exceed a total of 4 hours per month;
 - (ii) any downtime caused by hardware failures;
 - (iii) downtime caused by Customer’s own network or Internet access;
 - (iv) downtime caused by use of OMEGA or CMS not in accordance with this Agreement or AMPLY’s instructions;
 - (v) downtime caused by widespread Internet or electrical outage; or
 - (vi) downtime caused by a Force Majeure event.

2.3 OMEGA Availability will be calculated based on reasonably available information including server monitoring logs and/or measurements using third-party services for monitoring access availability. OMEGA availability service level set forth above will be effective beginning in the first month of production processing on behalf of Customer.

2.4 Troubleshooting and issue resolution will be resolved at no additional charge to Customer.

3. OMEGA ERROR RESOLUTION.

3.1 AMPLY will respond to outages and similar issues related to OMEGA as follows (“**OMEGA Error Resolution Commitment**”).

Error Severity	Event Definition
Severity 1	A Severity 1 event is one that has direct, major impact on AMPLY’s Software Platform Availability Commitment because a key function of OMEGA is not available or is malfunctioning. An incident recovery manager (“ IRM ”) shall be assigned by AMPLY to manage the recovery, and that name communicated to Customer immediately. IRM shall coordinate with Customer and with AMPLY team assigned and other parties. IRM shall schedule meetings with Customer within timeframes to communicate updates and status and to learn of any changes to the event from Customer.
Severity 2	A Severity 2 event occurs when a functional component of OMEGA is not available, without impacting availability of the overall ability to charge vehicles.
Severity 3	A Severity 3 event is an issue or problem identified by Customer or AMPLY that is inconvenient but not business impacting.

3.2 AMPLY will categorize each applicable event as **Severity 1** or **Severity 2** or **Severity 3** in its reasonable discretion. The OMEGA Error Resolution Commitment does not apply to any failure resulting from excluded downtime.

Error Severity	Target Reaction Time	Target Response Time	Target Resolution Time
Severity 1	1 hour (24x7 if so contracted)	4 hours (24x7 if so contracted)	8 hours.
Severity 2	4 business hours	1 business day	5 business days
Severity 3	2 business days	5 business days	As agreed between AMPLY and Customer. (Potentially subsequent software release)

“**Target Reaction Time**” is shown in the above table and is defined as the expected maximum time for AMPLY Support personnel to notify Customer of event or acknowledge receipt from Customer of the event’s occurrence. In the case of a phone call from the Customer, the Target Reaction Time will be the phone conversation and completion of the phone conversation shall trigger the Event Initiation Time.

There may be cases where the Severity of the Event is not immediately apparent – in these cases the Event will be categorized to the higher Error Severity and may be later de-escalated.

“**Target Response Time**” is defined as the period after the Target Reaction Time that is the period of triage and problem identification. The times shown above are the expected maximum time for AMPLY Support personnel to respond to Customer. Many real-world events are not caused by only one problem

or issue, and the Response Time is the time to complete an assessment of the situation and formulate the plan of action. At the conclusion of the Response Time, AMPLY shall inform the Customer of the results of the assessment and the plan of action. The plan of action may involve coordination with other parties involved in the event, such as vehicle manufacturer, charger manufacturer, utility, and/or Customer.

“Target Resolution Time” is defined as the expected time to complete resolution of the event. In some occurrences the resolution may interact with other parties, and in some rare cases, resolution may involve a workaround to de-escalate the event to a lower severity, with the agreement of the Customer. AMPLY’s target times do not include communication time spent waiting for Customer responses.

**EXHIBIT 1-F(B):
 AMPLY ELEVATE™ Hassle-Free Maintenance - Service Commitment**

The AMPLY ELEVATE™ Hassle-Free Maintenance Service Commitment (the “*Service Commitment*”) relates to providing a guarantee of the fleet readiness of the Customer electric vehicles under management by OMEGA.

1. CUSTOMER OPERATIONS FOR ELEVATE HASSLE-FREE MAINTENANCE SERVICE COMMITMENT:

Customer Contact Point	TBD (name of primary contact at Customer site)
Customer Business Hours/Minutes	<<Examples: 6am to 6pm, or 24x7>>
Customer CMS Location	<<TBD (site address(es)) >>
Number of shifts per day	<<1>>
Customer Charging Hours	<<The hours of the days of the week that the fleet will be plugged in. Example: each vehicle will be plugged in for a minimum of 6 hours daily between 9pm and 9am. >>
Minimum fleet readiness vehicle battery State of Charge (SOC) level	<<90% of maximum available, as reported by vehicle>>
Vehicles under management	<<See Vehicle Asset List>>
Charging Equipment under management	<<See CMS Equipment List>>

2. SERVICE LEVELS

2.1 Provided that Customer is current and active with at least one ELEVATE Hassle-Free Maintenance license, and vehicle telematics data is integrated with AMPLY, AMPLY commits to the following SLA around the fleet readiness of the fleet vehicles defined in the attached Vehicle Asset List and responding to any issue with respect to the CMS Equipment impacting the fleet readiness. AMPLY commits to minimum uptime and system response time service levels with associated penalties set forth below. Customer represents and warrants to AMPLY that Customer has all necessary rights, consents, and permissions to allow AMPLY and its authorized representatives and agents to perform any and all Hassle Free Maintenance services contemplated hereunder.

2.2 Service Commitment Remedies can only be claimed with a named Customer Contact Point who is available during the event and/or has delegated its obligations to AMPLY to a named substitute Customer Contract Point.

2.3 Metrics and Measurement Methodology Table:

Metric	Description	Measurement	Frequency of Measurement
Fleet Readiness	Vehicles in the Vehicle Asset List charged using the CMS Equipment and OMEGA in accordance with this Agreement will be charged to the “Minimum fleet readiness	The Service Commitment applies only with respect to vehicles plugged in at the conclusion of shift/daily drives, allowing at least the “Customer Charging Hours” for charging.	Annual

Metric	Description	Measurement	Frequency of Measurement
	vehicle battery State of Charge (SOC) level” at the beginning of each shift/day.	See Fleet Readiness Uptime requirements below.	
Fleet Readiness – Ramp-up period	The Fleet Readiness criteria during the initial year of operations, the Fleet Readiness Service Level is modified to allow for startup learning between AMPLY and Customer.	Same as Fleet Readiness	First Year

2.4 Service Level and Remedies/Penalties Table for a fleet of 10 electric vehicles and chargers or greater. NOTE: For fewer than 10 electric vehicles and 10 chargers, the service level will be tracked and reported, but remedies will not be applicable – due to the small fleet size.

Metric	Service Level	Remedies / Penalties
Fleet Readiness	99.9%	10% reduction of monthly ELEVATE fee for the applicable month for failure to meet Fleet Readiness levels by up to 1%. Monthly penalties, if any, are trued-up and settled annually. 20% reduction of monthly ELEVATE fee for the applicable month for failure to meet Fleet Readiness levels by between 1% and 5%. 30% reductions of monthly ELEVATE fee for the applicable month for failure to meet Fleet Readiness levels by 5% to 20%. 80% reduction of monthly ELEVATE fee for the applicable month if Fleet Readiness is below 80%.
Fleet Readiness – Ramp-up period	98%	The service level will be tracked and reported; no remedies apply during Ramp-Up Period.

The total penalty in one month cannot exceed 100% of monthly fees for ELEVATE Hassle-Free Maintenance for this Site.

3. FLEET READINESS

3.1 The Service Commitment does not apply to any vehicle charge, or attempted charge, that fails to achieve the required state-of-charge due to (“**Excluded Events**”):

- (a) any AMPLY-initiated planned downtime for scheduled maintenance and downtime within a maintenance window both of which shall not exceed a total of 4 hours per month (“**Planned Outage**”);
- (b) any downtime caused by customer-owned or operated hardware or software failures;
- (c) any customer-initiated maintenance states (e.g. vehicle out of service, electrical shutdowns, expired telematics integration keys, etc.)
- (d) downtime caused by Customer’s own network or Internet access;

- (e) downtime caused by use of the Charging Equipment, OMEGA, or CMS, or any component thereof, not in accordance with this Agreement or AMPLY’s Fleet Operational Protocols;
- (f) downtime caused by widespread Internet or electrical outage;
- (g) downtime caused by a force majeure event; or
- (h) any failure or misrepresentation of Customer’s vehicles, including its battery.

3.2 Fleet Readiness availability will be calculated per calendar year, as follows:

$$\left(\frac{\text{total} - \text{excluded} - \text{nonexcluded}}{\text{total} - \text{excluded}} \right) * 100 = \text{Fleet Readiness}$$

Total Vehicle Charge Events (“total”) = sum of each vehicle in the Vehicle Asset List multiplied by the number of work shifts requiring a full or partial charge

Nonexcluded Charge Events (“nonexcluded”) = Vehicle Charge Events that did result in achieving the “Minimum Fleet Readiness vehicle battery State of Charge (SOC) level by the start of the work day for that vehicle, and are not excluded charge events.

Excluded Charge Events (“excluded”) = Vehicle Charge Events that are excluded from the uptime calculations due to **Excluded Events**.

Fleet Readiness will be calculated based on reasonably available information including server monitoring logs and/or measurements using third party services for monitoring access availability.

<<AMPLY shall be entitled to two (2) Planned Outages per year. Within sixty (60) days after the Commercial Operation Date, and on or before each anniversary of COD during the Site Term, AMPLY shall provide Customer with a schedule of such proposed Planned Outages. Customer shall promptly review AMPLY’s proposed schedule and may request modifications within thirty (30) days of Customer’s receipt of such schedule. AMPLY will use commercially reasonable efforts to accommodate Customer’s requests. Changes to the schedule may be requested by either Party, and each Party shall make commercially reasonable efforts to accommodate such changes.>>

NOTE: AMPLY’s Service Commitment is not measured on a charger being down, but is focused on fleet readiness which can be achieved through using additional capacity within the Customer CMS Location to charge all vehicles in the Vehicle Asset List.

4. **RAMP-UP.** The Service Commitment level set forth above will be effective commencing on the first annual anniversary of Commercial Operations Date. During the initial year of operations, the Service Commitment level shall be calculated the same, but shall be service level shall be 98.0%
5. **TROUBLESHOOTING.** Troubleshooting and issue resolution at no additional charge to Customer.
6. **CMS ERROR RESOLUTION.**
 - 6.1 AMPLY will respond to outages and similar issues related to the CMS as follows (“**CMS Error Resolution Commitment**”).

Error Severity	Event Definition
Severity 1	<p>A Severity 1 event is one that has direct, major impact on AMPLY’s CMS Service Commitment because a key function of the CMS is not available or is malfunctioning. An example of a Severity 1 event would be more than 50% of the Customer CMS Location’s chargers are down or offline.</p> <p>An incident recovery manager (“IRM”) shall be assigned by AMPLY to manage the recovery, and that name communicated to Customer immediately. IRM shall coordinate with Customer and with AMPLY team assigned and other parties. IRM shall schedule meetings with Customer within timeframes to communicate updates and status and to learn of any changes to the event from Customer.</p>
Severity 2	<p>A Severity 2 event occurs when a functional component of the CMS is not available, without impacting availability of the overall ability to charge vehicles. An example of a Severity 2 event would be an individual charger being down or offline.</p>
Severity 3	<p>A Severity 3 event is an issue or problem identified by Customer or AMPLY that is inconvenient but not business impacting.</p>

6.2 AMPLY will categorize each applicable event as **Severity 1** or **Severity 2** or **Severity 3** in its reasonable discretion. The CMS Error Resolution Commitment does not apply to any failure resulting from excluded events.

Error Severity	Target Reaction Time	Target Response Time	Target Remote Resolution Time	Target On-Site Action Resolution Time
Severity 1	1 hour (24x7 if so contracted)	4 hours (24x7 if so contracted)	8 hours.	Within 24 hours from end of Target Response Time, Amply-certified personnel arrive on-site at Customer Site
Severity 2	4 business hours	1 business day	5 business days.	Within 5 business days from end of Target Response Time, Amply-certified personnel arrive on-site at Customer Site
Severity 3	2 business days	5 business days	As agreed between AMPLY and Customer.	Scheduled when convenient to Customer and Amply

“Target Reaction Time” is shown in the above table and is defined as the expected maximum time for AMPLY Support personnel to notify Customer of event or acknowledge receipt from Customer of the event’s occurrence. In the case of a phone call from the Customer, the Target Reaction Time will be the phone conversation and completion of the phone conversation shall trigger the Event Initiation Time.

There may be cases where the Severity of the Event is not immediately apparent – in these cases the Event will be categorized to the higher Error Severity and may be later de-escalated.

“Target Response Time” is defined as the period after the Target Reaction Time that is the period of triage and problem identification. The times shown above are the expected maximum time for AMPLY Support personnel to respond to Customer. Many real-world events are not caused by only one problem or issue, and the Response Time is the time to complete an assessment of the situation and formulate the plan of action. At the conclusion of the Response Time, AMPLY shall inform the Customer of the results of the assessment and the plan of action. The plan of action may involve coordination with other parties involved in the event, such as vehicle manufacturer, charger manufacturer, utility, and/or Customer.

“Target Resolution Time” is defined as the expected time to complete resolution of the event. In some occurrences the resolution may interact with other parties, and in some rare cases, resolution may involve a workaround to de-escalate the event to a lower severity, with the agreement of the Customer.

AMPLY’s target times do not include communication time spent waiting for Customer responses or Customer site access related delays.

Vehicle Asset List

Date of Asset List: As at Agreement Execution Date

This Vehicle Asset List shows the unique identifying information for the vehicles being tracked to be charged and ready to go as defined in this Service Commitment.

If vehicles are not yet available to be listed, or if the vehicles change over time, this Vehicle Asset List can be updated by mutual written agreement and at such time will be deemed automatically inserted herein replacing the list shown.

For vehicles not uniquely identified in this list, AMPLY shall use commercially-reasonable efforts to perform fleet readiness actions for the Customer but cannot be held to the Service Commitment and remedies included herein.

Vehicle Unique Identifier	Vehicle Make/Model	Telematics Connection (Y/N) – Note: REQUIRED	Relevant Notes
<<TBD>>			
<<TBD>>			
<<TBD>>			
<<TBD>>			

EXHIBIT 1-F(C)
ELEVATE Hassle-Free – Preventative Maintenance Schedule

The ELEVATE Hassle-Free Maintenance – Preventative Maintenance Schedule defines for the CMS Equipment managed by Hassle Free Maintenance, what the Preventative Maintenance Schedule will be.

CMS Equipment	Preventative Maintenance Action (PMA)	Frequency
<<Insert CMS Equipment from list>>	<< >>	<< Annual >>

For the above listed CMS Equipment, AMPLY shall ensure that the Preventative Maintenance Actions (“PMAs”) are taken at the Frequency shown. AMPLY shall notify the Customer ahead of time of the planned Preventative Maintenance Actions and whether there will be a scheduled downtime and of which equipment and/or services. AMPLY will use commercially-reasonable methods to minimize any downtime or service interruption resulting from the PMAs.

AMPLY is not responsible for any repairs, repair costs, downtime or failure of the CMS resulting from Customer’s failure to schedule a time with AMPLY to perform the PMAs, or failure to allow access to the Site or CMS Equipment to enact the PMAs. If AMPLY’s ELEVATE Hassle-Free Maintenance Service Commitment applies to the Site, AMPLY shall not be held to any Remedies or failure to achieve the Services Commitment until the PMAs have been completed. Fees will not be abated or deferred during any such period.

EXHIBIT 1-F(D)
ELEVATE Hassle-Free – Repair and Replace

The ELEVATE Hassle-Free Maintenance – Repair and Replace defines for the CMS Equipment managed by Hassle Free Maintenance, what the Repair and Replace strategy and plan will be.

CMS Equipment	Repair and Replace	Frequency
<<Insert CMS Equipment from list>>	<<>>	<< Annual >>

For the above listed CMS Equipment, AMPLY shall provide the Repair and Replace Actions at the frequency shown. AMPLY shall notify the Customer ahead of time of the planned Repair and Replace Actions and whether there will be a scheduled downtime and of which equipment and/or services. AMPLY will use commercially-reasonable methods to minimize any downtime or service interruption resulting from the Repair and Replace Actions.

AMPLY is not responsible for any repairs, repair costs, downtime, or failure of the CMS resulting from Customer’s failure to schedule a time with AMPLY to perform the Repair and Replace Actions, or failure to allow access to the Site or CMS Equipment to enact the Repair and Replace Actions. If AMPLY’s ELEVATE Hassle-Free Maintenance Service Commitment applies to the Site, AMPLY shall not be held to any Remedies or failure to achieve the Services Commitment until AMPLY’s has been permitted to perform the Repair and Replace Actions. Fees will not be abated or deferred during any such period.

EXHIBIT 1-G
Environmental Attributes Assignment Form

[Note: Include Module 4 if this Exhibit is used]

[Note: Replace this form with the form applicable to the relevant Site]

CALIFORNIA ARB LOW-CARBON FUEL STANDARD AUTHORIZATION

DESIGNATOR	DESIGNEE
Company Name:	Company Name:
FEIN:	FEIN:
Address:	Address:
Primary Contact Name:	Primary Contact Name:
Email:	Email:
Telephone:	Telephone:

By signature below, the entity identified as the “**Designator**” hereby authorizes the entity identified as the “**Designee**” to interact with the California Air Resources Board (“**CARB**”) to report and claim credits earned or generated by Designator under the CARB Low-Carbon Fuel Standard Program (the “**Program**”) pursuant to that certain Managed Charging Services Agreement by and between Designator and Designee dated as of ____, 20__ (the “**Agreement**”).

The authorization granted hereby shall be effective until (*check one*):

An expiration date of _____; or

Termination of the Agreement, upon which both Designator and Designee shall provide CARB with notification of such termination before the end of the calendar quarter in which such termination occurs.

Designator acknowledges and agrees that, for so long as this authorization remains effective, Designator has released its rights to independently report and claim credits under the Program and that Designee shall act on its behalf in reporting and claiming credits under the Program, as set forth in the Agreement.

This Authorization is effective as of _____, 20__.

DESIGNATOR:

<<CUSTOMER NAME>>

DESIGNEE:

AMPLIFY POWER, INC.

By: _____

Printed Name:

Title:

Date:

By: _____

Printed Name:

Title:

Date:

SCHEDULE 2 MODULES

Module 1 – Development of Infrastructure

1. DEFINITIONS.

“**Commercial Operation**” means that AMPLY has satisfied the following conditions: (a) ninety percent (90%) or more of the Charging Equipment to be installed by AMPLY has been installed and commissioned for regular operation; and (b) AMPLY has delivered a notice of commercial operation to Customer.

“**Commercial Operation Date**” or “**COD**” means the date on which the conditions to Commercial Operation of the Charging Equipment have been satisfied.

“**Lien**” means any lien, pledge, mortgage, security interest, deed of trust, charge, claim, hypothecation, attachment, or other encumbrance of any kind, whether or not filed, recorded, or otherwise perfected or effective under Applicable Law, or any preferential arrangement having the practical effect of constituting a security interest with respect to the payment of any obligation with, or from the proceeds of, any asset or revenue of any kind, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease, or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any consignment, or bailment having substantially the same effect as any of the foregoing relating to such asset, including materialmen’s, laborers’, mechanics’, subcontractors’ and vendors’ liens.

“**Outside Commercial Operation Date**” means twelve (12) months after the Target Commercial Operation Date.

“**Target Commercial Operation Date**” has the meaning set forth in Section 3.2 of Schedule 2, Module 2.

2. CHARGING FACILITY AREA PREPARATION AND CONTROL

2.1 Charging Facility Area. Customer represents and warrants that it owns or leases certain real property at the Site to be used for the Charging Management Services and/or installation and operation of the Charging Equipment, as more particularly described in the applicable Site Addendum (the “**Charging Facility Area**”), and has the right to permit AMPLY and its agents and representatives to access the Charging Facility Area, install the Charging Equipment, and otherwise perform its obligations under this Agreement and the Site Addendum. In furtherance of the purposes of this Agreement, Customer shall, at its own expense, complete all Charging Facility Area preparation requirements set forth in the applicable Site Addendum (such requirements, the “**Charging Facility Area Preparation**”). Unless otherwise expressly set forth in this Agreement, Customer shall be responsible for all permits and approvals required for the Charging Facility Area Preparation (“**Charging Facility Preparation Permits**”), including but not limited to regulatory site approvals and make ready electrical work.

2.2 Customer Equipment. Customer shall provide the equipment identified in the relevant Site Addendum as “**Customer Equipment**”, if any. Unless expressly included in the Site Addendum as CMS Equipment, Customer is solely responsible for providing, maintaining, repairing, and if necessary, replacing, the Customer Equipment. As between AMPLY and Customer, Customer shall be solely responsible for any failures in the Charging Management Services resulting from a failure in the Customer Equipment.

3. INSTALLATION OF CHARGING EQUIPMENT

3.1 Generally. Following Customer's completion of the Charging Facility Area Preparation, the sufficiency of which shall be determined in AMPLY's reasonable discretion, AMPLY shall perform installation of the Charging Equipment in accordance with Good Industry Practice and the Milestone Schedule set forth the applicable Site Addendum (as the same may be extended in accordance with the terms of this Agreement).

3.2 Milestones. AMPLY shall use commercially reasonable efforts to complete each milestone set forth in the Site Addendum on or before the date specified for each such milestone. Each applicable milestone shall be extended on a day-for-day basis for each day of delay resulting from a failure to achieve a Condition Precedent with required, a Force Majeure event, a Customer-Caused Delay, a failure or delay by the Local Utility to complete any requirements for Commercial Operation, or other event outside of AMPLY's reasonable control. If AMPLY fails to achieve any of the material milestones by the date specified in the Site Addendum (as extended, if applicable), then within ten (10) Business Days after such milestone date AMPLY shall deliver to Customer an action plan (a "**Remedial Action Plan**") that will detail the reasons the applicable milestone was not achieved in a timely manner and what steps AMPLY has taken or will take in order to achieve Commercial Operation on or before the date set forth in the Site Addendum (such date, the "**Target Commercial Operation Date**").

3.3 Initial Operation. At each Site, AMPLY may install the Charging Equipment in increments in its reasonable discretion and may begin generating and delivering Charging Management Services as soon as such applicable Charging Equipment is operational, subject to and in accordance with any and all applicable requirements of the Local Utility. Subject to AMPLY's other rights hereunder, to the extent that the Charging Equipment has not been installed and commissioned by the Target Commercial Operation Date, AMPLY will use commercially reasonable efforts to install and commission the Charging Equipment by no later than the Outside Commercial Operation Date. On or around the Commercial Operation Date, AMPLY may provide to Customer a memorandum which shall memorialize the COD for such Site (the "**COD Memorandum**"). Customer shall sign and return such COD Memorandum, or shall notify AMPLY of any inaccuracy contained therein, within five (5) business days of AMPLY's delivery thereof. Failure to so respond shall constitute acceptance of the COD Memorandum and AMPLY's determination of COD.

3.4 Unforeseen Scope of Work. Customer will be responsible for any unforeseen scope of work and costs beyond those delineated for the scope of work in the Site Addendum, and AMPLY shall be entitled to a day-for-day extension of any milestone(s) impacted by unforeseen scope of work. Examples of unforeseen scope of work include but are not limited to: (a) unforeseen Charging Facility Area conditions (e.g., asbestos, archaeological and hazardous materials conditions, structural or electrical shortfalls at the Charging Facility Area not caused by AMPLY or its agents or representatives); and (b) corrections of pre-existing code violations at the Charging Facility Area (not caused by AMPLY or its agents or representatives) or any improvements thereon. AMPLY may require Customer to perform the unforeseen scope of work, or AMPLY may elect to complete the extra work and invoice Customer for the cost of such work plus a ten percent (10%) overhead fee, which invoice shall be paid by Customer within thirty (30) days of receipt.

3.5 Permits and Approvals. Except for the Charging Facility Preparation Permits, AMPLY agrees to obtain, at AMPLY's sole cost and expense, any permits and approvals necessary for installing the Charging Equipment at the applicable Site (the "**Permits**"). Customer agrees to reasonably and timely assist AMPLY in obtaining such Permits. For the avoidance of doubt, the Permits do not include: (a) any permits and approvals required for any Charging Facility Area Preparation; (b) any Local Utility network upgrades or special interconnection requirements. AMPLY or Customer may be responsible for obtaining installation of electrical meters for the Charging Facility as set forth in the Site Addendum.

3.6 Changes or Modifications. Except as expressly described in this Agreement, no change in, addition to, or modification of the milestones shall be effective unless the Parties have duly executed a written amendment in accordance with Section 14.11 of this Agreement; provided, however, that the Parties agree to use reasonable efforts to

cooperate in executing any amendments required for changes requested by the Local Utility as a condition to Commercial Operation.

3.7 Customer-Caused Delays. If AMPLY's delivery and installation of the Charging Equipment or any component thereof is delayed by acts or omissions attributable to Customer or Customer's representatives, personnel, or agents (in each case, a "**Customer-Caused Delay**"), Customer shall be responsible for any increased costs resulting from such delay and AMPLY shall also be entitled to extensions of the milestones as contemplated under Agreement. If such Customer-Caused Delay lasts for more than ninety (90) days, AMPLY may at its sole and continuing option elect to treat such delay as a termination for convenience by Customer of the applicable Site Addendum pursuant to Section 7.5 of this Agreement.

3.8 No Liens. AMPLY shall at all times keep, or cause to be kept, the Charging Facility Area free from all Liens relating to AMPLY's performance under this Agreement and shall pay when due and payable (or bond over) all claims and demands of mechanics, materialmen, laborers, and others relating to AMPLY's performance under this Agreement which, if unpaid, might result in or permit the creation of a Lien on the same or any portion thereof and shall in any event cause the prompt, full, and unconditional discharge of all Liens imposed on or against the same or any portion thereof relating to AMPLY's performance under this Agreement within forty-five (45) days after receiving written notice of the filing thereof.

3.9 Termination Due to COD Delay. If AMPLY has failed to declare COD at a Site within twelve (12) months of the applicable Target Commercial Operation Date, Customer may immediately terminate the Site Addendum upon notice to AMPLY.

4. TERMINATION.

4.1 Conditions Precedent to AMPLY's Obligations. During that period that ends ninety (90) days after the Addendum Effective Date set forth in the Site Addendum, AMPLY may terminate the Site Addendum effective upon notice to Customer, and without further liability or damages, upon the occurrence of any of the following events: (a) AMPLY's failure to secure any of the Permits for the Site; (b) AMPLY's determination, in its reasonable discretion, after discovery of unforeseen conditions, that the Charging Facility Area does not meet minimum necessary standards for hosting the Charging Equipment. Such ninety (90) day period may be extended upon mutual agreement of the Parties.

4.2 Termination. AMPLY will have the right to suspend and/or terminate an applicable Site Addendum, upon written notice to Customer, if AMPLY is unable to maintain any of the Permits for the relevant Site or a supplier of Charging Equipment components to AMPLY is forced into bankruptcy or is otherwise unable to provide supplies to AMPLY.

Module 2 –Charging Equipment

1. AMPLY EQUIPMENT

1.1 AMPLY Equipment Ownership. All AMPLY Equipment furnished hereunder: (a) shall remain AMPLY’s personal property and be clearly marked or tagged as the property of AMPLY, (b) shall be subject to removal at AMPLY’s written request, in which event Customer shall prepare such AMPLY Equipment for shipment and redelivery to AMPLY in the same condition as originally received by Customer, reasonable wear and tear excepted. Customer may only use the AMPLY Equipment as permitted herein.

1.2 Customer Obligations for AMPLY Equipment. Following installation of any AMPLY Equipment, Customer shall be responsible for keeping the AMPLY Equipment clean and free from debris. Any de-installation and/or relocation of such AMPLY Equipment shall be performed solely at Customer’s expense with AMPLY’s prior consent. In the event that AMPLY Equipment is moved, Customer shall notify AMPLY of the same and provide AMPLY with information reasonably required by AMPLY in connection with such move. All AMPLY Equipment, while in Customer’s custody or control, shall be held at Customer’s risk. All AMPLY Equipment that is not Purchased Equipment shall be kept insured by Customer at Customer’s expense in an amount equal to the replacement cost, with loss payable to AMPLY. Customer shall be responsible for any damage or destruction of AMPLY Equipment following installation, reasonable wear and tear excepted.

1.3 AMPLY Equipment Transfer. Upon termination of this Agreement or a Site Addendum, Customer may purchase the AMPLY Equipment at the applicable Site for the amount set forth in the Site Addendum (the “**Equipment Transfer Fee**”). Upon payment of the Equipment Transfer Fee, title and risk of loss to such Charging Equipment shall transfer to Customer. If Customer chooses not to purchase the AMPLY Equipment following termination of a Site Addendum, AMPLY will remove the AMPLY Equipment, at Customer’s cost, within ninety (90) days following the termination of the Site Addendum. AMPLY may require payment of the cost of removal in advance.

2. PURCHASED EQUIPMENT

Provided that Customer has paid for the Purchased Equipment in full, upon delivery of the Purchased Equipment to Customer: (a) title to such Purchased Equipment shall transfer to Customer, and (b) AMPLY assigns any manufacturer’s warranties for such Purchased Equipment to Customer.

Module 3 – Provision of AMPLY Software

- 1. Provision of AMPLY Software.** The AMPLY Software is a hosted software service intended to optimize use of the Charging Equipment. Subject to the terms and conditions of this Agreement, from COD at a Site and for the remainder of the Site Term AMPLY will make the AMPLY Software relating to such Site available to users authorized by Customer (“Users”). Users may access and use the AMPLY Software strictly on behalf of Customer in connection with charging electric vehicles with the Charging Equipment at the Charging Facility Areas.
- 2. Resources.** Customer and Users shall be solely responsible for, at their own expense, acquiring, installing, and maintaining all connectivity equipment, Internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and obtain access to the AMPLY Software.
- 3. User IDs.** Users will use a unique user identification name and password (“User ID”) for access to and use of the AMPLY Software. Customer and each User shall be responsible for ensuring the security and confidentiality of its User IDs. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the AMPLY Software, and notify AMPLY promptly of any such unauthorized access or use.
- 4. Restrictions.** Customer is responsible for the activities of all Users accessing or using the AMPLY Software on Customer’s behalf and will limit access to authorized Users. Except as expressly permitted in this Agreement or as otherwise authorized by AMPLY in writing, Customer will not, and will not permit any User to: (a) modify, adapt, alter, translate, or create derivative works from the AMPLY Software; (b) sublicense, lease, rent, loan, sell, distribute, make available, or otherwise transfer the AMPLY Software to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the AMPLY Software; (d) interfere with the operation of the AMPLY Software; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of AMPLY or its licensors contained within the documentation for the AMPLY Software or displayed in connection with the AMPLY Software; (f) use the AMPLY Software except as expressly allowed under this Agreement; or (g) attempt to do any of the foregoing.
- 5. Ownership.** Notwithstanding anything in this Agreement to the contrary, the AMPLY Software, all components thereof, and all updates, enhancements, and modifications thereto, and all intellectual property rights therein, are the sole and exclusive property of AMPLY and its licensors. Customer obtains no rights in the AMPLY Software other than as expressly provided herein.

Module 4 – Environmental Attributes

Customer hereby waives and disclaims any rights to any Environmental Attributes as part of the transaction relating to this Agreement; all Environmental Attributes shall belong to and are hereby assigned to AMPLY by Customer. “**Environmental Attributes**” means any and all credits (including cap-and-trade credits), benefits, incentives, grants, rebates, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the procurement, installation, and/or operation of the Charging Equipment and/or the Charging Management Services and their displacement of conventional energy generation. Environmental Attributes include, but are not limited to:

- (a) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants identified now or in the future;
- (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere or that are subject to reporting pursuant to 40 CFR Part 98;
- (c) investment and/or production tax credits associated with the construction or operation of the Charging Equipment and other financial incentives in the form of credits, reductions, or allowances associated with the Charging Equipment and/or Charging Facility Area that are applicable to a local, state, or federal income or other taxation obligation;
- (d) reporting rights to these avoided emissions in compliance with federal or state law, if applicable, and to a federal or state agency or any other party including without limitation those reporting rights accruing under Section 1605(b) of The Energy Policy Act of 1992, 42 U.S.C. 13385(b), and the rules promulgated thereunder, and any present or future federal, state, or local law, regulation, or bill, or international or foreign emissions trading program; and
- (e) state or local incentives, including, without limitation, Low Carbon Fuel Standard (LCFS) in California or other similar or like programs in other states, cities, municipalities, utilities, school districts, or other similar entities.

Customer shall, at AMPLY’s request, execute any document necessary to effect the assignment of such Environmental Attributes to AMPLY, including, without limitation, any such form included in the relevant Site Addendum.