

Attachment A : Agreement - EVenergi LLC Grant Contract

Collaboration Agreement

For

Purpose of California Energy Commission REDWDS Grant Program

EVenergi LLC & City of Oakland, California

COLLABORATION AGREEMENT

This Collaboration Agreement is made on this XXth day of INSERT MONTH & YEAR (Commencement Date)

BETWEEN

EVenergi LLC. of 206 E Huron St, Suite 303, Ann Arbor, MI, 48104 (“EVenergi”);

AND

City of Oakland (the City or Oakland) of 1 Frank H. Ogawa Plaza Oakland, CA 94612 (“Partner”).

RECITALS

- A. Primarily this is a data sharing agreement under which EVenergi will provide its software to manage Partner’s EV Charging Stations, and collect data from the chargers and telematics to test opportunities to respond to electric utility grid signals in connection with a research Grant EVenergi was awarded by the California Energy Commission (hereinafter sometimes, “Principal” or “CEC”).
- B. EVenergi develops software that offers charge management solutions (“Software”).
- C. The Partner is interested in owning and operating electric vehicle charging stations and a charge management system (CMS or Software).
- D. EVenergi has been awarded a grant from the CEC called REDWDS (Responsive, Easy Charging Products with Dynamic Signals) to further develop the Software, primarily through collection of data from Partner hardware installed under this agreement which EVenergi may access. (“Grant”).
- E. EVenergi is authorized by the CEC to provide funding in return for access to this data during the period of the agreement. This funding can be used to purchase charging equipment.

UNDERSTANDING

1. Definitions

In this Agreement unless inconsistent with the context or subject matter the following terms have the corresponding definitions:

Agreed Sites means the Site(s) for the Purpose as agreed by the parties in accordance with clause 9(a).

Agreement means this document and includes all schedules and amendments.

Business Day means any day that is not a Saturday, Sunday or public holiday in the Jurisdiction.

Commencement Date means the Date in Item 1 of Schedule 1.

Confidential Information means any information or documentation in whatever form or media, directly or indirectly given to a Party whether before, on or after the date of this Agreement, which:

- (a) relates to the business or financial affairs of the other Party, including the terms of this Agreement;
- (b) is by its nature confidential;
- (c) is designated by the disclosing party as confidential; or
- (d) The recipient party knows or ought to know is confidential.

But excludes information that:

- (e) is in or enters the public domain through no fault of the recipient party; or

(f) was made available to the recipient party by a person (other than the disclosing party) who, has or then had the unrestricted legal right to disclose the information.

End Date means the date in Item 2 of Schedule 1.

EV means an electric vehicle that uses one or more electric motors for propulsion.

EV Charging Station means a power supply device that supplies electrical power for recharging plug-in EVs and includes any related hardware components that have been purchased by the Partner with the Funds for the Purpose.

EV Charging Network is Partner's group of EV Charging Stations supplied with Software under this agreement.

Funds means any funds paid or payable by Everergi to the Partner under this Agreement to the maximum amount stated in Schedule 1 for the EV Charging Stations.

Grant means the agreement, arrangement, or understanding between Everergi and the Principal for the Project Funds stated in Schedule 1.

Initial Term has the meaning given to that term in clause 3(a).

Intellectual Property means all copyright and analogous rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific, or artistic fields.

Jurisdiction means the jurisdiction identified in Item 10 of Schedule 1.

Party means Everergi or Partner and a reference to "Parties" is to both.

Principal means person or entity in the Grant providing the Project Funds named above in the recitals.

Project Funds means the funds to be provided by the Principal to Everergi under the Grant.

Purpose means the Purpose stated in Schedule 1.

Representatives are those people nominated in Schedule 1 for each party.

Roles and Responsibilities means the respective roles, responsibilities, functions and activities of each Party as set out in Schedule 2.

Site means the physical location where one or more of the Partner's EV Charging Station(s) subject to this agreement are located and may include hardware purchased by the Partner without the use of the Funds, that provides data to Everergi

Software means the Software Stated in Schedule 1.

Software License means the license terms and conditions in Schedule 3 to this Agreement.

Term means the Initial Term and any extension of the Initial Terms in accordance with clause 3(b).

2. Intent of the Understanding

(a) The Parties associate exclusively for the Purpose. Any additional agreements between the parties for construction, design, management or maintenance or consulting shall be the subject of separate contacts.

(b) Nothing in this Agreement is to be interpreted as requiring the Parties to do or fail to do any act or thing, or reach any agreement or understanding, which would breach the common law, ordinance, or statutory law of any political subdivision, the State of California or the United States of America.

3. Term

(a) The Initial Term of this Agreement shall begin on the Commencement Date in Schedule 1 and end on the earlier of:

(i) the End Date in Schedule 1; or

(ii) the execution between the Parties of a written superseding agreement; or

(iii) the date it is validly terminated by a Party pursuant to clause 10 below;

("Initial Term").

(b) The parties may mutually agree in writing to extend the Term for such agreed period as these terms and conditions will continue to apply.

(c) At the end of the Term, EVenergi shall offer to Partner an opportunity to license its Software for continued use on the Charging Stations subject to this contract at EVenergi's then prevailing rates for similar Software in a similar market. In the event no such agreement is reached, EVenergi may remove its Software from the Charging Stations and will have no further obligations to Partner. In that event, Partner may continue to use the Charging Stations without EVenergi's software, if possible. EVenergi will assist Partner with migration to another provider, at cost, but cannot guarantee operation with other software.

4. Responsibility and Contribution of the Parties

The parties agree to:

(a) perform their respective Roles and Responsibilities allocated to it under this Agreement to a level of accuracy, quality, completeness, timeliness, responsiveness and cost efficiency that meets or exceeds the standards of an industry professional supplier, experienced in carrying out services similar to their respective Roles and Responsibilities;

(b) adhere to any timelines as agreed by the parties and in writing; and

(c) report in writing to the other party any perceived or anticipated problems relating to the performance of their Roles and Responsibilities under this Agreement including any delay in performing their Roles and Responsibilities.

5. Grant Provisions

The Partner acknowledges and agrees that the Grant entered into by EVenergi with the CEC requires the Partner to comply with the provisions set out in Schedule 2 and that those provisions form part of this Collaboration Agreement.

6. Funds

Paying the Funds

(a) EVenergi will pay the Funds within 14 days of receipt of the Project Funds from the Principal on condition that:

(i) The Partner has provided documentation sufficient to establish costs actually incurred for the creation of the referenced Charging Stations, or costs to be incurred within the next six months for those stations, which documentation shows:

(A) Complies with applicable law; and

(B) Clearly shows a unit description of each good purchased or included in this agreement, including quantities and price.

(ii) The Partner has complied with all its obligations under this Agreement and is not in breach of this Agreement;

(iii) The total Funds requested, when taken with all other Funds previously provided to the Partner under this Agreement, do not exceed the maximum amount stated in Item 7 Schedule 1; and

(iv) EVenergi shall retain a 10% holdback until the end of the Agreement.

Use of the Funds

(b) The Partner may only use the Funds for the equipment and services as defined in Schedule 1 attached. The Partner will own the listed EV Charging Stations and be wholly responsible for all risks relating to the EV Charging Stations. The EV Charging Station(s) must remain operational and their data accessible by EVenergi during the Term.

Withholding and Suspension of Funds

(c) Without prejudice to any other rights that EVenergi may have, EVenergi may in its absolute discretion withhold, suspend or reduce the payments of Funds where the Partner has not complied with this Agreement.

Repayment of Funds

(d) Notwithstanding anything else in this Agreement, in the event that Partner terminates this agreement early or does not comply with its obligations to build charging stations and maintain access for EVenergi to EV Charging Stations, or removes Software prior to the end of the Term, EVenergi shall be entitled to repayment of Funds granted by Principal to EVenergi for REDWDS Grant work under this agreement. EVenergi may, in its absolute discretion, provide a written demand to the Partner for the immediate repayment of some or all of the Funds if:

- (i) in EVenergi's reasonable opinion the Partner has spent or used the Funds other than in accordance with clause 6(b) above; or
- (ii) in EVenergi's reasonable opinion the Partner has breached or abandoned any obligations under the Agreement and/or their Roles and Responsibilities.

7. **EV Charging Stations**

- (a) In line with the conditions of the CEC, during the Initial Term, the Partner must:
 - (i) obtain and maintain good title to all EV Charging Stations;
 - (ii) hold the EV Charging Stations securely and safeguard them against theft, loss, damage, or unauthorized use;
 - (iii) use all reasonable endeavors to maintain the EV Charging Stations with at least 97 percent uptime;
 - (iv) for the installation of EV Charging Stations, Partner must ensure prevailing wage rates for construction and employ EVITP-certified electricians; and
 - (v) be fully responsible for, and bear all risks relating to, the use or disposal of all EV Charging Stations.
- (b) If prior to the End Date, any listed EV Charging Station is lost, damaged or destroyed, the Partner must reinstate or replace the EV Charging Station (including by using the proceeds of insurance) without using any of the Funds and this clause 7 continues to apply to the reinstated or replaced EV Charging Station.

8. **Representatives and Meetings**

- (a) Each Party will appoint a representative to issue and receive correspondence, with authority to make decisions on behalf of that Party as set out in Schedule 1.
- (b) The Parties may change their representatives at any time by giving each other written notices.
- (c) The Parties' Representatives will meet to review any necessary variation to this Agreement at the following times:
 - (i) Negotiate in good faith the Agreed Sites in accordance with clause 9(a);
 - (ii) undertake periodic reviews (at least annually) of this Agreement and the Purpose; and
 - (iii) ensure that the data required is being facilitated in a timely manner;
 - (iv) where reasonably required, update, change or otherwise in writing the terms or Schedules of this Agreement, to ensure that they are, and remain, relevant and appropriate for use in connection with this Agreement, including any changes to Law or, to the respective Roles and Responsibilities of the Parties (if applicable).

9. **Sites**

- (a) EVenergi and the Partner will work together to identify and agree the hardware to be purchased for the EV Charging Stations and to identify any Site(s) to which the Software will be applied during the Term for the Purpose ("**Agreed Sites**"). Agreed Sites shall be listed in section 9, Scope and Equipment, in Schedule 1 attached.
- (b) At any time during the Term, EVenergi and Partner may mutually agree, in writing, to add or delete an Agreed Site in Schedule 1 for the Purpose.

10. **Termination of Agreement**

- (a) Either Party may terminate this Agreement for any reason by giving 30 Business Days written notice to the other Party.
- (b) Without prejudice to any other rights it may have, either Party may terminate this Agreement immediately by notice in writing to the other if the other Party:
 - (i) commits a breach that cannot be remedied;
 - (ii) commits a breach that is capable of remedy and fails to remedy that breach within a reasonable period of being notified and required by the first party to do so; or
 - (iii) becomes insolvent or subject to external administration.
- (c) Upon termination of this Agreement each Party will return all Confidential Information, licensed materials, and intellectual property to the other Party. If this contract is terminated by EVenergi with cause under paragraph 10(b)

above, Partner will refund any Funds subject to repayment which have already been paid by EVenergi to the Partner under this Agreement.

(d) Termination of this Agreement will not release either Party of its obligations that may have accrued under this Agreement with respect to Confidential Information, licensed software and materials, and intellectual property.

(e) In the event of Software malfunction or lack of performance as expected, then Partner can terminate this Agreement without reimbursing any funds provided by EVenergi.

11. Intellectual Property

(a) Nothing in this Agreement affects the ownership of any Intellectual Property owned by either Party as at the Commencement Date or developed or acquired independently of this Agreement by any Party (**Background IP**).

(b) Each Party grants the other Party a worldwide, non-exclusive and royalty-free license to use, display, promote, and advertise their own Background IP for the Term as necessary for the receiving party to perform and obtain the benefit of this Agreement, together with the right to grant sub-licenses of their own Background IP to the receiving Party's third party suppliers for such purposes.

(c) If either Party provides any third-party Intellectual Property to the other Party under this Agreement, it will secure all third-party consents, authorizations, permissions, approvals and licenses necessary for the receiving party to use any third party Intellectual Property, solely in accordance with, and as necessary for the receiving party's performance of, this Agreement.

(d) Each Party must perform its obligations under this Agreement in a manner that does not knowingly infringe, or constitute an infringement or misappropriation of, any Intellectual Property rights of any third party.

(e) The parties agree that nothing in this clause 11 shall affect EVenergi's Intellectual Property rights in respect of the Software. Partner shall have no right to continued use of EVenergi's Software after the termination of this Agreement.

12. Software License

The Partner agrees to enter into the attached Software License in Schedule 3 which will govern the Partner's use of the Software.

13. Compliance with Laws

(a) The Parties must ensure that when fulfilling their Roles and Responsibilities during the Term that they each comply with all relevant Laws as applicable to their respective Roles and Responsibilities.

(b) The Partner is responsible for obtaining and maintaining all approvals, permits and licenses to own and operate the EV Charging Stations.

14. Work Health and Safety

The Parties must in performing their Roles and Responsibilities under this Agreement ensure that systems are in place which are designed to ensure compliance with all applicable Laws and the safety of any persons when carrying out their Roles and Responsibilities.

15. Confidentiality

(a) Except to the extent necessary to comply with any Law, neither Party will make public, disclose or use any Confidential Information of that other Party, unless the other Party gives its prior written consent.

(b) Each Party may disclose Confidential Information to its officers, employees and contractors where such disclosure is essential to fulfilling a requirement under this Agreement or to a third party without the prior consent of the other Party where such disclosure is required by a Law or is to a legal, accounting, insurance or other professional adviser.

(c) Each Party must ensure the Confidential Information of the other Party is used solely in connection with or for the purposes of fulfilling its obligations under this Agreement.

(d) This clause will survive the termination of this Agreement.

(e) Notwithstanding anything in this clause 15, the Partner acknowledges and agrees that disclosure by EVenergi of all or part of the information gathered or generated as part of the Purpose may be required to the requirements of the Grant ("**Disclosure Obligation**").

(f) The Partner must, at its cost and expense, use all reasonable endeavors to assist EVenergi in meeting its Disclosure Obligations.

16. Indemnity

The Partner must indemnify and keep indemnified EVenergi from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:

- (a) the partner's breach of the Agreement;
- (b) any unlawful or negligent act or omission by the Partner in connection with this Agreement;
- (c) any illness, injury or death of any person the Partner caused or contributed to, in connection with this Agreement;
- (d) any loss or damage to real or personal property the Partner has caused or contributed to, in connection with this Agreement; or
- (e) any act or omission by the Partner in connection with this Agreement that is in infringement of any Intellectual Property Rights, or privacy rights of any third party.

17. Limitation of Liability

- (a) Notwithstanding any other provision of this Agreement to the extent permitted by law, neither Party is liable to the other Party (or its related bodies corporate) or any third party, for any loss or damage (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss that either Party (or its related bodies corporate) or anyone else may suffer or incur arising out of or in connection with this Agreement or the Purpose.
- (b) A Party's liability under this Agreement will be reduced proportionally to the extent that any negligent act or omission of the other Party contributed to or caused the relevant liability.
- (c) The Parties' liability to each other will be limited to the amount of the Funds.

18. Disputes

- (a) The parties agree that, during a dispute, they will continue to comply with their obligations under this Agreement as if there was no dispute unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.
- (b) A Party claiming that a dispute has arisen must provide the other Party with a notice giving details of the dispute.
- (c) The parties must meet to discuss the dispute within five (5) Business Days of receiving a notice under clause 18(b).
- (d) If the Parties are unable to resolve the dispute within 10 Business Days of the meeting held under clause 18(c), the Parties must escalate to their Chief Executive Officers (or their nominee) if the dispute remains unresolved.
- (e) In the event that a dispute arises under this Agreement that the Parties cannot resolve in accordance with clause 18(d), such dispute shall be litigated in the state or federal court most appropriate for the convenience of the parties.
- (f) No Party shall be prevented from seeking urgent interlocutory relief.
- (g) The prevailing party in any litigation shall be entitled to recover all costs and attorneys' fees from the other party.

19. Force majeure

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or

transportation, governmental orders, restrictions, pandemics or epidemics, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

20. General

- (a) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or any formal or informal business entity of any kind between the Parties.
- (b) No party shall have any capacity to bind or make any representation on behalf of any other Party.
- (c) The parties agree and acknowledge that this Agreement is intended to create legally binding obligations on the Parties to comply with its terms.
- (d) A Party may only use the name, trademark or logo of another Party if it first obtains written consent from that other Party, which consent may include conditions imposed by that other Party.
- (e) This Agreement may be executed in any number of counterparts including a counterpart reproduced by photocopy or email. All counterparts together make one instrument.
- (f) Each Party may only dispose of, declare a trust over or otherwise create an interest in its rights under this Agreement with the other Party's written consent.
- (g) A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email. If it is sent by mail, it is taken to have been received 3 Business Days after it is posted. If it is sent by email it is taken to have been received when the addressee actually receives it in full and in legible form.
- (h) All expenses incurred by or on behalf of the Parties, including all fees of agents, representatives, solicitors, attorneys, accountants and actuaries employed by any of them in connection with the negotiation, preparation, execution or the carrying out of the terms of this Agreement shall be borne solely by the Party who incurred the liability.
- (i) If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
- (j) Any term which is expressed as or by implication from its nature is intended to survive rescission, termination or expiration of this Agreement survives rescission, termination or expiry of this Agreement.
- (k) This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations, negotiations and correspondence.

SCHEDULE 1 – REFERENCE SCHEDULE

Item	Description	Detail
1.	Commencement Date	INSERT
2.	End Date	730 days
3.	Everergi Representative	<p>Name: David Verbich</p> <p>Address: 206 E Huron St, Suite 303, Ann Arbor, MI, 48104</p> <p>Email: dverbich@betterfleet.com</p> <p>Phone: 514-578-8544</p>
4.	Partner Representative	<p>Name: Richard Battersby</p> <p>Address: 1 Frank H. Ogawa Plaza Oakland, CA 94612</p> <p>Email: rbattersby@oaklandca.gov</p> <p>Phone: (510) 915-5722</p>
5.	Grant	ZVI-23-011 REDWDS (Responsive, Easy Charging Products with Dynamic Signals)
6.	Principal	California Energy Commission (CEC) Fuels and Transportation Division
7.	Funds	The maximum amount payable under this Agreement is \$119,157.
8.	Purpose	<p>California energy utilities employ a range of signal-based strategies to enable and incentivize widespread customer load shift in response to electric grid conditions, including demand response, other event-based signals, and energy billing rates. To realize load shift, customers and their devices must be able to easily access and respond to these dynamic grid signals. The Grant, awarded to EVenergi LLC (EVenergi), will support the development and deployment of EV charging products that help customers respond to dynamic electric grid signals while ensuring that customer charging and mobility needs are met.</p> <p>The goal of this Grant is to develop and deploy products that enable EV charging load flexibility, which supports transportation electrification, grid decarbonization, and electric system reliability.</p> <p>EVenergi will partner with Partner (City of Oakland) to deploy its software on new and/or existing EV Charging Stations at Partner sites to collect data in order to identify the feasibility of the Partner’s fleet and operations to respond to dynamic grid signals. This data collection effort will help understand whether flexible charging mechanisms are possible that will help the Partner reduce energy costs while providing the California grid with resilience. As such, with expressed consent from the Partner, EVenergi will also control EV Charging Stations to test a variety of demand-response signals.</p>
9.	Scope and Equipment	<p>Site Location:</p> <p>7101 Edgewater Dr, Oakland, CA 94621</p> <p>New EVSE to be funded by Grant for Grant Project purpose:</p> <ul style="list-style-type: none"> • 1 DCFC (ABB Terra 54UL) • 2 L2 (ABB Terra Wallbox) <p>Other hardware to be funded: 1 IoT device, 2 SIM cards, 3 power meters</p> <p>Installation costs</p>

		Existing EVSE not Grant funded but included as part of the Grant Project (under BetterFleet Manage management): <ul style="list-style-type: none"> • 2 L2 ChargePoint chargers Compliance with Grant requirements.
10.	Software	BetterFleet Manage—charge management software (CMS)
11.	Jurisdiction	State of California, United States

SCHEDULE 2 – ROLES AND RESPONSIBILITIES

[NB- List below is a Guide only and is to be developed with the Partner]

For the Term, each Party will perform the following respective roles and responsibilities:

Everergi Roles and Responsibilities

- a) Provide funds within 14 days after receipt of Grant funds for this project from the Principal not to exceed the maximum amount in Item 7 Schedule 1.
- b) Work with the Partner to identify appropriate EV Charging Stations for installing the Software for the Purpose (“Sites”).
- c) Work with the Partner to plan and forecast the potential benefits of responding to grid signals as per the Grant Purpose.
- d) Provide and install the Software at the Site once the hardware is fully operational except for the software, and Partner has agreed to the Software License.
- e) Assist Partner as required to maintain operation of the software on the charging stations throughout the Term of this Agreement.
- f) Provide Software to provide visibility into the charger status, load management functionality and incident management of the Partner’s connected EV Charging Stations for the Term.
- g) With the mutual agreement of Partner, and as per the Purpose of the Grant, EVenergi shall test grid signals with Partner permission while ensuring no disruption to operations.

Partner Roles and Responsibilities

Support the Purpose and shall:

- a) Install new EV Charging Equipment based on best procurement practices, including:
 - a. Partner shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the terms regarding payment of prevailing wages on public works projects.
 - b. Partner as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors’ State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. Partner shall provide EVITP Certification Numbers for each certified electrician that installed equipment or infrastructure.

One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply if electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

- b) Design, install, and oversee all aspects of providing an operating charging station ready for installation of the Software; in compliance with all state, local and federal laws;
- c) Purchase all labor and equipment for installation and operation of the EV Charging Stations using, in part, funding from the Grant as agreed with EVenergi herein;
- d) Maintain all physical equipment at the charging stations;
 - a. Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
 - b. Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.

- c. Provide information and support data reporting requirements (as per Assembly Bill 2061) related to maintenance;
 - i. total number of maintenance dispatch events
 - ii. the number of days to complete each maintenance event reported
 - iii. a narrative description of significant maintenance issues
- e) Permit the connection of the Software to agreed-upon existing EV Charging Stations;
- f) Provide access to vehicle telematics data from vehicles using the EV Charging Stations;
- g) Provide access to the EV Charging Station back-office or via Open Charge Point Protocol (OCPP) to collect the data;
- h) Provide records relating to the proper working and maintenance of the chargers; and
- i) Provide access to electrical utility invoices.

SCHEDULE 3 – SOFTWARE LICENSE TERMS

EVENERGI TO INSERT ITS STANDARD SOFTWARE LICENSE TERMS

Signing Page

Signed as an Agreement

Signed by EVenergi LLC by its authorized representative in the presence of:

Signature of witness

Signature of authorized representative

Name of witness (print)

Name of authorized representative (print)

Date

Date

Signed by Insert Partner name by its authorized representative in the presence of:

Signature of witness

Signature of authorized representative

Name of witness (print)

Name of authorized representative (print)

Date

Date