



STANDARD CHARGING-NETWORK-AS-A-SERVICE TERMS & CONDITIONS

These Charging-Network-as-a-Service Terms & Conditions (“Terms”) govern the relationship between you (“Network Partner”) and EVRedi, Inc., a Delaware corporation with offices located at 2345 Maxon Road Extension, Suite 7, Schenectady, NY 12308, dba “Lynkwell”, on behalf of itself and its affiliates (“EVRedi”), each of which may be referred to individually as a “Party” and collectively as “Parties.” These Terms set forth the agreement and understanding of the parties hereto.

WHEREAS EVRedi offers a licensed electric vehicle supply equipment (“EVSE”) network support platform and mobile application (“Software”) and offers support, maintenance and management services for EVSE networks.

WHEREAS, as stated in the proposal between the Parties (the “Proposal”), which is hereby incorporated herein by reference, Network Partner wishes to procure, either for its direct use or to be reoffered by Network Partner on a custom, white-labeled basis, an EVSE network (“Network”) by licensing the Software and engaging EVRedi’s network management services for the support and maintenance of such Network (“Services”).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Services

- a. General: EVRedi agrees to provide the Services to Network Partner for the entire Term and will use commercially reasonable efforts to ensure Network Partner has continual access to the Services.
- b. Access to Software and Services: Network Partner shall designate a contact person to work with EVRedi to grant and manage access to the Software and the Network and act as the point of contact for the delivery of the Services.
- c. Support: Unless the Network Partner has chosen the enhanced support option in the Proposal, Network Partner will be responsible for responding to all questions, complaints, and issues from end users and third parties utilizing the Network. Network Partner shall use commercially reasonable efforts to resolve support issues being experienced by such parties; if Network Partner is unable to resolve such support issues, it may escalate the problem to EVRedi’s customer support team at the hourly rate basis stated in the Proposal.

2. Legal Compliance

- a. EVRedi shall obtain and maintain any approvals, licenses, filings, or registrations necessary to perform its obligations hereunder, none of which shall be obtained or maintained at Network Partner’s expense.

3. Ownership

- a. Overview: This section lays out each Party’s respective intellectual property rights in the course of the performance of the Services and its respective obligations under these Terms.
- b. Network Partner Material: In providing the Software and Services, EVRedi may receive certain confidential and proprietary information and/or Intellectual Property

(as defined below) from Network Partner, including but not limited to technical data, designs and concepts, trade secrets, know-how, customer and/or vendor information, business plans, software code, algorithms, programming techniques, inventions, drawings (technical or otherwise), configuration details, business methods and/or techniques, marketing information/plans/techniques and financial data (“Network Partner Material”). “Intellectual Property” shall mean all inventions (protectable by patent law or not), know-how, works of authorship, information fixed in a tangible medium of expression (protectable by copyright law or not), trademarks, trade dress, trade names, trade secrets, publicity rights, names, likenesses, concepts, ideas and all else protected or protectable under patent, copyright, trademark, trade secret or other laws, now or in the future, anywhere in the world, by statute or common law, for all forms of media now existing or developed in the future. Except as may be specifically granted herein, Network Partner owns and shall retain all right, title and interest to and in the Network Partner Material All Network Partner Material shall be considered confidential and subject to the Confidentiality section below.

- c. Partner grants EVRedi, for the duration of this agreement, a revocable (upon termination of this agreement), royalty-free, fully paid, non-transferable (except to EVRedi’s affiliates), non-sublicensable, non-exclusive, worldwide license to use Network Partner Material.
- d. EVRedi Material: “EVRedi Material” shall include (1) the Software, including any proprietary platform and system (including, without limitation, the algorithms, code, and all proprietary and/or technical information therein and thereof) that EVRedi will use to provide the Services and that Network Partner may use to develop the Network; (2) all of EVRedi and/or its affiliates’ technical data, designs and concepts, trade secrets, know-how, customer and/or vendor information, business plans, software code, algorithms, programming techniques, inventions, drawings (technical or otherwise), configuration details, business methods and/or techniques, marketing information/plans/techniques and financial data; (3) EVRedi’s Intellectual Property; (4) materials that incorporate technology or content previously developed or created by EVRedi or its affiliates, or which EVRedi or its affiliates have developed or created without Network Partner Material and/or for services not related to the Services for Network Partner; (5) all work product and related documentation (if any) of EVRedi, at any stage of completion, created in connection with and during the course of carrying out these Terms, and (5) any modifications of any of the above. All EVRedi Material shall be considered confidential and subject to the Confidentiality section below. EVRedi grants Network Partner, for the duration of this agreement, a revocable (upon termination of this agreement), royalty-free, full paid, non-transferable (except to Network Partner’s affiliates), non-sublicensable (except to Network Partner’s agents, consultants, contractors, employees, suppliers and service providers), non-exclusive, worldwide license to use the EVRedi Material to the extent reasonably necessary to allow Network Partner to fully enjoy the Services, solely in a manner consistent with their intended use as set forth in these Terms, provided that: (i) the Services are fully paid for by Network Partner prior to use; (ii) the Material is



used only during the term of this agreement; and (iii) Network Partner continues to observe all confidentiality obligations contained herein. Nothing in these Terms shall have the effect of restricting EVRedi's use of materials, techniques and/or skills that are generic in nature and are not specifically related to a Network Partner project and/or do not contain or incorporate confidential information of Network Partner. EVRedi shall own and continue to own, or be and continue to be the permitted licensee, all modifications, improvements, enhancements, derivative works, additional modules and features made to/of the EVRedi Material (collectively, "EVRedi Modifications"), whether or not such modifications were made as a result of or on the basis of feedback, ideas, suggestions or information provided to EVRedi by Network Partner. Notwithstanding anything to the contrary contained herein, EVRedi is the owner or permitted licensee of all intellectual property contained in the Software, Services and EVRedi Material. Both parties acknowledge that EVRedi provides similar services to other clients and that EVRedi Materials may use or duplicate certain documents or materials for use as templates or sources for other work. EVRedi reserves the right to make modifications, changes and/or updates to the EVRedi Material, Software and/or Services without notice to Network Partner.

- e. User Data: "User Data" shall mean information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from or through Network Partner or any authorized end user ("Authorized User") of Network Partner by or through the Services or the Software, including but not limited to all Network utilization data and other information reflecting the access or use of the Services by or on behalf of Network Partner or any Authorized User and any data and information related to Network Partner's or Authorized Users' use of the Services that is used by EVRedi in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. It is understood and agreed that, notwithstanding anything in these Terms to the contrary, EVRedi owns and shall retain all rights, title and interest to and in the User Data, and that EVRedi hereby grants Network Partner, for the duration of this agreement, a revocable (upon termination of this agreement), royalty-free, fully paid, non-transferable (except to Network Partner's affiliates), non-sublicensable, non-exclusive, worldwide license to use User Data. .

4. Data; Data Security

- a. Network Partner shall be responsible for maintaining the security of its own credentials and files, as well as for all uses of Network Partner's business account(s), regardless of whether such uses occurred with Network Partner's knowledge or consent, including usage of Network Partner's credentials due to security breaches of Network Partner's systems, except to the extent that any such breach directly results from EVRedi's failure to fulfill its obligations under these Terms. EVRedi will take commercially reasonable precautions regarding Network Partner Material to help safeguard Network Partner data. The Services may incorporate links to other websites ("Third-Party Sites"). Both Parties shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary



to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of either Party's data.

- b. These Third-Party Sites are not under EVRedi's control and EVRedi is not responsible for the contents of any Third-Party Sites, including, without limitation, any links contained in, changes or updates to, or browsing data (such as cookies) transmitted by such Third-Party Sites. These links are provided by EVRedi to Network Partner only as a convenience and such links do not necessarily imply EVRedi's endorsement of that site or its operators, nor any association with the same. Certain aspects of the Services may be made available and/or delivered to Network Partner by third-party entities. By using the Services in any fashion, Network Partner acknowledges and agrees that EVRedi may share Network Partner Data with any third party with whom EVRedi has both a contractual relationship to provide some product, services or functionality making up a part of the Services. Network Partner will be able to connect its business account with EVRedi to third-party accounts if it so wishes; by doing so, Network Partner consents to the continuous release of information about itself to such third parties. If Network Partner does not want such information to be so shared, it agrees that it will not connect its business account to those third-party accounts.

5. Confidentiality

- a. EVRedi agrees, on behalf of itself and its directors, officers, employees, advisors, contractors, investors, consultants, representatives, agents and affiliates, that any confidential or proprietary information ("CI") of Network Partner obtained by them during this agreement, shall not, for the Term and a period of two years following termination of this agreement, be disclosed in any form to third parties (unless EVRedi and such third party(ies) have entered into a nondisclosure agreement requiring at least a reasonable standard of care toward confidential and proprietary information) except to the extent they are compelled to do so by law, or prior written permission to so disclose is received from Network Partner.
 - i. EVRedi further agrees that, on receipt of a written request to do so from Network Partner, it shall return or destroy (at Network Partner's sole discretion) all CI in its possession, excluding electronic back-ups, CI in archive systems, and copies of CI retained for legal purposes.
- b. Network Partner agrees, on behalf of themselves and their directors, officers, employees, advisors, contractors, investors, consultants, representatives, agents and affiliates, that any confidential or proprietary information of EVRedi or its affiliates obtained by them during this agreement, shall not, for the Term and a period of two years following termination of this agreement, be disclosed in any form to third parties (unless Network Partner and such third party(ies) have entered into a nondisclosure agreement requiring at least a reasonable standard of care toward confidential and proprietary information) except to the extent they are compelled to do so by law, or prior written permission to so disclose is received from EVRedi.



- i. Network Partner further agrees that, on receipt of a written request to do so from EVRedi, it shall return or destroy (at EVRedi's sole discretion) all CI in its possession, excluding electronic back-ups, CI in archive systems, and copies of CI retained for legal purposes.
- c. Notwithstanding any other provision contained in these Terms, this Confidentiality section shall survive the termination of this agreement.

6. Publicity and Marketing

- a. All press releases and public announcements Network Partner wishes to issue regarding these Terms and the network partnership relationship between the Parties must be drafted in cooperation and coordination with EVRedi. Section 3 (Ownership) notwithstanding, Network Partner may not use EVRedi's names, logos and/or trademarks, or those of its affiliates, in any capacity without first obtaining EVRedi's prior written consent, and EVRedi may not use Network Partner's name, logos and/or trademarks in any capacity without first obtaining Network Partner's prior written consent. Either party reserves the right to revoke the consent with written notice in accordance with Section 19.

7. Indemnification

- a. General: Each Party hereto, as the "Indemnifying Party," shall each indemnify, defend and hold harmless the other and its officers, employees, members, and agents, in their individual capacities or otherwise, as the "Indemnified Party," against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any proceeding brought against it by a third party resulting from: (i) the Indemnifying Party's gross negligence or willful misconduct regarding its material obligations hereunder; (ii) the Indemnifying Party's violation of any applicable law, statute, ordinance, government order, standard of care, rule, or regulation pertaining to the subject matter of these Terms; (iii) the Indemnifying Party's breach of these Terms.
- b. Requirements: Each Party's obligation of indemnification hereunder shall be contingent upon the following:
 - i. the Indemnified Party shall provide the Indemnified Party with prompt written notice of any claim for which it is seeking indemnification;
 - ii. the Indemnifying Party shall have control over the defense and settlement of any such claim, however, the Indemnifying Party agrees not to make any settlement or take any other legal action that would admit the fault of or impose restrictions or obligations on the Indemnified Party without first receiving prior written consent thereto from said Indemnified Party, which consent shall not be unreasonably withheld; and
 - iii. the Indemnified Party shall cooperate fully with the Indemnifying Party in connection with such defense and/or settlement.
- c. Notice and Participation: The Indemnified Party, at its own election and expense, may assist the Indemnifying Party in defending any claim falling under this Section 7, provided that the Indemnifying Party shall have control, to the extent that its financial and legal resources permit, over such defense and any related settlement negotiations.



Further, any settlement that may bind and/or adversely affect the Indemnified Party shall not be final without the Indemnified Party's prior written consent thereto, which shall not be unreasonably withheld. The Indemnified Party shall provide reasonably prompt written notice to the Indemnifying Party of any claim which it believes falls within this Section 7(c).

8. Limitation of Liability

- a. Limitation on Damages: Except as set forth in Section 8(c) below, neither Party shall be liable to the other Party nor to any third party, regardless of the area of law such liability arises out of, for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to these Terms, even if such Party has been advised of the possibility of such damages. Further, and for the avoidance of doubt, neither Party shall be liable for remote or speculative damages or damages that the breaching party could not have reasonably foreseen before being bound to these Terms. For the avoidance of doubt, EVRedi specifically disclaims all liability, subject to the relevant exceptions in Section 8(c) below, that may arise from claims against Network Partner for lack of accessibility in the look and/or function of its customized Network to individuals with disabilities.
- b. Limit on Aggregate Liability: Except as set forth Section 8(c) below, neither Party's aggregate liability shall exceed the total amounts paid or payable to EVRedi by Network Partner under these Terms.
- c. Exceptions: The limitation of liability in Section 8(a) and 8(b) shall not apply to the following:
 - i. either Party's obligations of indemnification under these Terms;
 - ii. either Party's breach of its obligations of confidentiality under these Terms;
 - iii. claims of or relating to willful misconduct, gross negligence, personal injury, or property damage;
 - iv. EVRedi's abandonment of this agreement or its breach of Section 9(b)(v); or
 - v. any and all fines or penalties arising from a Party's acts or omissions occurring in its performance of this agreement.

9. Representations and Warranties

- a. General Representations and Warranties:
 - i. Compliance with Laws; Fees – In carrying out its obligations and responsibilities under these Terms, each Party shall comply at all times with all applicable laws, rules and regulations. Further each Party shall be responsible for obtaining all licenses, authorizations, permits, and similar documentation required by any applicable laws and regulations, and any fees, costs and/or expenses associated with obtaining such documentation shall be borne solely by such Party. Each Party shall also be solely responsible for any fines and penalties imposed on it or on the other Party as a result of such Party's failure to comply with any applicable laws and regulations.
 - ii. Due Organization – Each Party hereto is duly organized and existing and in good standing and qualified to do business in the jurisdiction in which it was formed as well as any and all jurisdictions in which it is required to be so.



Each Party possesses any and all licenses and government approvals necessary for the Services to be carried out and is qualified to perform the Services.

- iii. Due Authorization – The Parties’ execution, delivery and performance of this agreement has been carried out by duly authorized representatives of each, and this agreement constitutes a valid, binding and enforceable obligation upon each Party.
 - iv. No Conflict – Neither the execution, delivery nor performance of this agreement will conflict with or violate any other agreement, license, contract, instrument, commitment or other arrangement to which either Party is party or by which it is bound.
 - v. No Litigation – No litigation exists, and neither Party knows of any likely threat of litigation, that would affect either Party’s ability to carry out its obligations and/or responsibilities under this agreement.
- b. EVRedi’s Representations and Warranties:
- i. No Material Defects; Conformity – The Software and Services to be provided to Network Partner shall be free from material errors or other material defects and shall substantially conform to the Documentation. “Documentation” shall mean all descriptions, instructions or other materials that describe the specifications, operation, functionality, or other information regarding the Software and/or Services. For the avoidance of doubt, Documentation shall be considered to be part of EVRedi Material. All materials provided to Network Partner that describe the Software and Services accurately represent their operation and functionality. Network Partner understands and acknowledges that Services may be temporarily unavailable from time to time for maintenance purposes, either by EVRedi or a third-party service provider, or due to causes outside of EVRedi’s reasonable control.
 - ii. No Infringement – EVRedi has all necessary rights and authorizations to grant Network Partner access and use rights to the Software as well as to perform the Services. Further, if it is or becomes applicable during the Term, EVRedi shall pass through any third-party software, warranties and indemnities that become necessary and appropriate to Network Partner. If EVRedi cannot make that pass through for any reason, it will enforce such warranties and indemnities on Network Partner’s behalf. Neither the Software nor the Services will infringe upon any Intellectual Property rights of any person or entity, and to the best of EVRedi’s knowledge there are no existing claims of any third party against EVRedi relating to any Intellectual Property covered under this Agreement.
 - iii. Performance; Personnel – At all times during EVRedi’s provision of Services, EVRedi will possess and maintain the necessary skill, knowledge, and experience to perform the Services and do so in a good and workmanlike manner. EVRedi will maintain appropriate levels and continuity of personnel in order to adequately perform the Services and will add additional personnel as necessary. All of EVRedi’s personnel who carry out obligations under this



Agreement shall have the proper skill, training and experience to carry out those obligations competently and professionally, and all such work will be performed in said manner.

- iv. No Harmful Code – EVRedi will make commercially reasonable efforts and use commercially reasonable methods to ensure that neither the Software nor the Services will relay computer viruses or other harmful code to the Network, Network Partner’s network and/or its computers.
- v. Electronic Self-Help – Except for termination in accordance with Section 11 below (Term and Termination, EVRedi agrees that, in the event of a dispute with Network Partner under this Agreement, it will not use any kind of electronic means to prevent or interfere with Network Partner’s use of the Software or Services without first obtaining a valid court order authorizing it to do so. EVRedi understands and acknowledges that a breach hereof may result in substantial harm to Network Partner, its affiliates and/or third parties doing business with Network Partner. No limitation of liability described in this Agreement will apply to any breach of this Electronic Self-Help provision.
- c. Network Partner’s Representations and Warranties:
 - i. Software Modification – Network Partner represents and warrants that it shall not modify, translate, reverse engineer, disassemble, decompile nor derive the Software or, without limitation, any feature, design or code of the Software. It further warrants that it shall use the Software in full compliance with all applicable laws, rules and regulations.
 - ii. Data – Network Partner has all necessary rights and authorizations to grant EVRedi access and use rights to Network Partner Data. All Network Partner Data shall be of equivalent or better quality to/than data Network Partner uses for internal purposes.
 - iii. No Infringement – Network Partner Data will not infringe upon any Intellectual Property rights of any person or entity, and to the best of Network Partner’s knowledge there are no existing claims of any third party against Network Partner relating to any Network Partner Data covered under this Agreement.
- d. Disclaimer: Both Parties disclaim to the fullest legal extent all other express and implied warranties.

10. Force Majeure: If either Party’s performance of their responsibilities under this Agreement are delayed or prevented by an event (“Force Majeure Event”) such as, without limitation, acts of God, fires, explosions, acts of vandalism, storms, acts or orders of authorities having jurisdiction over one or multiple Parties (including utilities), national emergencies, wars, insurrections, riots, strikes, lockouts, work stoppages, other labor disputes, failures of supply, widespread outbreaks of disease, or any other cause beyond a Party’s reasonable control, then the obligations of such non-performing Party (the “Impacted Party”) shall be suspended to the extent reasonably necessary due to such Event. The Impacted Party shall, to the extent practicable, give notice within seven (7) days of the Force Majeure Event to the other party,



stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to minimize the effects of such force majeure event. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If such Impacted Party cannot perform its responsibilities for a period of more than one hundred and twenty (120) consecutive business days, then the other Party may terminate this agreement without penalty upon ten (10) consecutive days' written notice.

11. Term and Termination:

- a. **Term:** The term of this agreement (the "Term") shall begin on the date first indicated above and continue as described in the Proposal or until termination.
- b. **Termination:** Any Party may terminate without cause at any time during the Term upon ninety (90) business days' notice to other Party according to the Notices section of these Terms. Upon termination, all rights and obligations of all parties shall end, except as set forth herein and in the Proposal.

12. Assignment: Network Partner shall neither assign nor attempt to assign its rights or obligations under these Terms without EVRedi's prior written consent. EVRedi shall neither assign nor attempt to assign its rights or obligations under these Terms without Network Partner's prior written consent, provided, however, that no such consent shall be required for EVRedi to (i) make an assignment to an affiliate, (ii) make any assignment or sale of all or substantially all of its own assets, or any merger, consolidation or other business combination to which it is a party. Any assignment or attempt to do any of the above in violation of these Terms shall be null and void. These Terms shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

13. Severability: If any term or provision of these Terms is deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of contained herein.

14. Amendment and Waiver: These Terms shall not be amended, supplemented or modified, except in a writing executed by authorized representatives of all Parties. Neither the failure of any Party hereto to exercise any right or privilege it holds under these Terms, nor the failure to insist on the strict performance of any term or provision hereof by the other Party, nor the waiver of a breach of any term or provision hereof, shall be construed as thereafter waiving any right, privilege, term, or provision of these Terms; those terms and provisions shall continue to the same effect and extent as if there had been no waiver or failure to act. A waiver of any term or provision hereof must be in writing and signed by an authorized representative of the waiving Party to be effective.

15. Entire Agreement: These Terms constitute the entire understanding between the Parties hereto with respect to the matters contained herein and supersedes and cancels any previous understandings, agreements, or communications, whether written or oral, pertaining to the subject matter of these Terms.

16. Headings: All headings used in these Terms are provided for convenience only and shall not affect the meaning or interpretation of the Terms.

17. Construction: These Terms shall not be construed against any Party based upon the identity of the drafter of the agreement or any provision thereof.



- 18. Counterparts:** This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together will constitute one contract. Signed copies transmitted electronically shall be treated as originals.
- 19. Notices:** All official communications shall be in writing and deemed given if mailed by certified mail (return receipt requested), sent via overnight courier service, or sent via email (with email response requested) to the address of the other party as specified herein. IF notice is given by email, it must also be given by another of the methods set out above. Any Party may change its respective address for notices by giving notice of such new address in accordance with this provision, except that email notice alone may suffice in that case.
 - a. If to EVRedi, notice shall be sent to: legal@lynkwell.com.
 - b. If to Network Partner, notice shall be sent to the email address provided.
- 20. Governing Law:** These Terms, their terms and provisions and the rights and duties of the Parties hereunder shall be interpreted, governed by, and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.
- 21. Dispute Resolution:** Any and all disputes between the Parties shall be resolved by arbitration administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”), according to its Comprehensive Arbitration Rules and Procedures and, if the Parties mutually so elect, according to the Expedited Procedures in said rules. All Parties expressly waive their right to a jury trial and consent to entry of an award by the arbitrator. Judgment on any award following arbitration may be entered in any court with jurisdiction.
- 22. Equitable Relief:** Each Party hereto acknowledges that a material breach or threatened material breach of these Terms would give rise to irreparable harm to the other Party, for which monetary damages may not be an adequate remedy, and hereby agrees that in the event of a material breach or threatened breach by a Party of any of its obligations hereunder the other Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach or threatened breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available at law (without any requirement to post bond).