

EV Connect, Inc.

Terms of Use

Effective February 1, 2019

EV Connect, Inc. ("us", "we", "our", the "Company" or "EV Connect") provides the services available on the EVConnect.com Website (and any other Company Website), the EV Cloud Subscription Service (to Charging Site Hosts, described below) and the downloadable, mobile, EV Connect Network Application (collectively, the "Services" or "Service"), which allows you to charge your vehicle on any electric vehicle service equipment (an "EVSE" or "Charging Station") that has been commissioned onto our EV Cloud Network.

THESE TERMS OF USE ("TERMS OF USE" OR "TERMS") CONSTITUTE A BINDING LEGAL CONTRACT. ALL USERS (AS DESCRIBED BELOW) OF EV CONNECT SERVICES SHOULD CAREFULLY READ THESE TERMS OF USE BEFORE DOWNLOADING THE MOBILE EV CONNECT NETWORK APPLICATION OR USING ANY OF OUR SERVICES. EACH USER AGREES TO BE BOUND BY THESE TERMS OF USE AND TO BE LIABLE TO EV CONNECT FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF THE USER DOES NOT AGREE TO THESE TERMS OF USE, USER MUST NOT USE THE SERVICES. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THOSE CERTAIN MEANINGS SET FORTH IN THE COMPANY'S PRIVACY POLICY, WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS OF USE.

1. Users. The following are users of the Services (each, a "User" or "You" and, collectively, the "Users"):

- a. A "Guest" may use the Service, without registering on the Service as a Driver, to pay for and receive a single vehicle charge from charging stations that have been commissioned onto the EV Cloud Network (each a "Charging Station"). As used herein "EV Cloud Network" means Company's proprietary software that has been installed on Charging Stations that allows Users to use the Services in connection with a network of Charging Stations.
- b. A "Driver" is an individual that has downloaded the EV Connect Network Application and registered and maintained a Service account in good standing with the Company. Registering as a Driver on the Service allows Users to access and use various, then current, Service functionalities, including but not limited to engaging in the following activities: (i) access Service search capabilities (including searching by filters), (ii) indicate and log favorites, (iii) store alternate payment methods, (iv) identify as a special user (in the event a location host of a Charging Station ("Charging Site Host") has identified certain individuals, such as Charging Site Host employees, to be part of a special user group (a "Designated User Group") that may access free to reduced-fee charging), (v) review User charging and transaction history, (vi) receive charging status notifications, and (vii) select from stored payment methods to initiate charging.

- c. A “Key FOB User” is an individual that has registered an RFID device on the Service. When registering as a Key FOB User, you will be given the opportunity to (i) link one form of payment to your account, (ii) if applicable, identify as part of a Designated User Group, and (iii) start charges on all Charging Stations by swiping your RFID device. For clarity, a Key FOB User may also download and use the mobile EV Connect Network Application.

2. Services; License.

a. The Company’s core Services include: (i) the processing of payments for charging electric vehicles via a Charging Station, and (ii) identifying Users as members of a Designated User Group to allow for such Users to, in the sole discretion of the applicable Charging Site Host, charge their electric vehicle for free or for a reduced price at the corresponding Charging Stations. Users expressly acknowledge and agree that pricing and pricing policies for each Charging Station commissioned onto the EV Cloud Network is determined solely by the Charging Site Host. EV Connect shall in no way be liable to any User for any dispute arising out of or related to fees incurred by use of the Services. IN THE EVENT THAT YOU HAVE A DISPUTE WITH A CHARGING SITE HOST, YOU RELEASE EV CONNECT FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

b. Subject to your compliance with these Terms, for the duration of User’s use the Services, and subject to the restrictions set forth herein, the Company hereby grants to User a revocable, limited, non-sublicensable, non-exclusive license to access and use the Services. Except as expressly set forth in these Terms, Users receive no other right, title, or interest in and to the Services.

c. Users hereby grant to Company an exclusive, non-revocable, worldwide, royalty free license to use, copy, sublicense through multiple tiers, publish, reproduce, prepare derivative works, distribute, and display (i) any feedback or suggestions communicated to Company (“Suggestions”), (ii) Transaction History, (iii) Usage Data, and (iv) Log Data. Such license includes the right to create and have created and to similarly use any derivative works of any of the licensed content or matter. Without limiting the foregoing, Company will be entitled to unrestricted use and other exploitation of Suggestions, Transaction History, Usage Data and Log Data for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Suggestions, Transaction History, Usage Data and Log Data. Users represent and warrant to the Company with respect to the Suggestions, and the license of rights in and to such content, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third-party, and that posting or otherwise using any content will not violate any applicable laws, rules, or regulations.

3. Limitations. Users may not circumvent any technological measures or features of the Services that are intended to or effectively control access to the Services, or any other protected content or information included on the Services. The Services may contain robot exclusion headers. Users agree to not use any robot, spider, crawler, scraper or other automated

means to access the Services for any purpose without the Company's express prior written consent. Users further agree to not (i) take any action that imposes or may impose, in the Company's sole discretion, an unreasonable or disproportionately large load on the Service's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service; or (iii) bypass any measures the Services may use to prevent or restrict access to the Services.

4. Changes to Terms of Use. The Company reserves the right in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting revised Terms of Use on the Services. Company shall notify Users of any material changes to these Terms of Use. By using the Services after the Company has posted any modification, updates, or revisions, Users agree to be bound by such revised Terms of Use. Users shall have the right to immediately terminate these Terms of Use by terminating any use of or access to the Services, if any modification, update, or other change to these Terms of Use is not acceptable to Users.

5. Intellectual Property Ownership.

a. Users acknowledge and agree that the trademarks of the Company (the "EV Connect Marks"), the Services, and the look and feel of any content accessible through EVConnect.com are proprietary, original works of authorship of the Company, or licensors of the Company, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability ("Company IP"). Users further acknowledge and agree that all right, title and interest in and to the Company IP are and shall remain with the Company or its licensors. Users agree not to contest or infringe these rights, directly or indirectly, at any time. Without the prior written consent of the Company, Users may not use or modify the Company IP.

b. Except as otherwise set forth to the contrary in these Terms, Company acknowledges and agrees that information submitted by Users to Company as part of registration, and any Suggestions, Financial History, Usage Data or Log Data submitted to or derived through the use of the Services ("User Content") remain Users' property, and Company does not claim any ownership of the copyright or other proprietary rights in such information and User Content. Users agree that Company may retain copies of all registration information and use such information and User Content as reasonably necessary for or incidental to its operation of the Services and as described in these Terms of Use and the Company's Privacy Policy, and in addition to the license granted under Section 2(c), grants to the Company a non-exclusive, revocable, worldwide, royalty free license to use, copy, publish, reproduce, prepare derivative works, distribute, and display the registration information, or any derivative works thereof, on the Services. Such license shall be deemed granted as of the moment of registration without the necessity of any further action on the part of either party.

c. The Company makes no representation or warranties with respect to the reliability or performance of the Services, and will not be liable to anyone for losses, damages, liabilities, settlements, causes of actions, or other claims arising out of or due to the use of the Services (including, but not limited to, any alleged damage to a User's vehicle). Users hereby represent and warrant that they understand and agree to such Company disclaimers. Users hereby

waive any such claims it may have against the Company arising out of or in any way related to User's access to or the use of the Services.

d. Users shall indemnify and hold harmless the Company, and its respective officers, directors, employees, shareholders, members, managers, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any claim that (i) the User Content or any portion of the content infringes the rights of any third-party.

e. Users agree not to challenge the Company's rights in and to the Services, or to take any action inconsistent with the provisions of this Section 5 of these Terms of Use.

6. Links to Other Services. The Services are integrated with and link to other Services ("Linked Services").

a. The integration has been provided for Users' convenience and, as such, Users access the Linked Services at their own risk. The Linked Services are not under Company's control, and Company is not responsible for the content of any Linked Services. A link does not imply endorsement of, sponsorship of, or affiliation with the linked site by Company. Without limiting the generality of the foregoing, the Company is not responsible and shall have no liability for any viruses or other illicit code that results from accessing the Linked Services.

b. Users acknowledge and agree that they are simultaneously bound by each Linked Service's rules regarding posting, storing, and using personal information on the Linked Services and is solely responsible for any liability that arises from or in relation to its breach of any such rules.

7. Assignment. The Company, in its sole discretion, may freely assign these Terms of Use.

8. Interruptions to the Services. Users acknowledge that access to the Services may from time-to-time be unavailable to Users, whether because of technical failures or interruptions, intentional downtime for Services or changes to the Services, or otherwise. Users agree that any modification of the Services, and any interruption or unavailability of access to the Services shall not constitute a default of any obligations of the Company under these Terms of Use, and the Company shall have no liability of any nature to Users for any such modifications, interruptions, unavailability, or failure of access.

9. Technical and Customer Support. Users may contact Company for technical support using the following email: driver_support@EVConnect.com.

10. User Responsibilities and Obligations. Users represent, warrant, and covenant the following:

a. Users have all rights, title and interest, including all copyright rights and other intellectual property rights, in and to the content they submit.

b. Users shall not knowingly register with or submit any information or content that is false or misleading, including any content with any false or misleading information.

c. Users shall not use their accounts to breach the security or gain access to the account of any other Users.

d. By using the Services, these Terms of Use will be valid, binding and enforceable with respect to Users in accordance with these terms. The performance of Users' obligations under these Terms of Use will not constitute a breach of any other agreement by which Users are bound.

e. These Terms of Use, upon use of the Services, will be valid, binding and enforceable in accordance with its terms with respect to Users.

f. The provisions of the services provided under these Terms of Use and the fulfillment of Users' obligations as contemplated under these Terms of Use are proper and lawful.

g. Users are not and shall not be under any restriction or prohibition related to the performance of its obligations under these Terms of Use.

h. Users are responsible for ensuring that all activities that occur in connection with its administration and/or use of the Services comply with these Terms of Use. Users acknowledge and agree that Company's responsibilities do not extend, in any way, to Users or Charging Site Hosts internal management or administration of the Services and, with respect thereto, Company is merely a service provider and third party data-processor. Except for any applicable service fees which may be charged to you with your consent, Company does not exercise control over pricing or pricing policies for use of Charging Stations via the Services.

i. Users are responsible for the payment of all fees owed to Company in connection with use of their registered account or RFID card on the Service, including fees incurred by a third party that has access to your mobile device or RFID card. In order to prevent fraudulent charges, it is the User's responsibility to contact the Company immediately in the event of (i) the loss or theft of their RFID card or (ii) any other circumstances that could lead to the unauthorized use of their account.

j. Users shall provide Company with accurate, current and complete registration information.

k. Users shall be solely responsible for proper use of the Service, including, but not limited to: (i) understanding and agreeing to the applicable pricing and pricing policies set forth by the Charging Site Host for the Charging Station, (ii) understanding and agreeing to any additional or applicable terms and conditions, (iii) choosing the correct connector to connect their electric vehicles to the Charging Station, (iv) verifying that the Charging Station has been activated through QR code, station ID or key fob, (v) if applicable, confirming that the payment method has been activated, and (vi) correctly securing the connector to the electric vehicle and verifying that charging properly commences.

l. Users are either (i) eighteen (18) years or older, or (ii) if under the age of eighteen (18) years, at least the age of sixteen (16) years of age and are accessing the Service with the knowledge and consent of a parent or legal guardian, who will also be deemed to have agreed to this Agreement.

m. Any information used by any User to access the Services, including without limitation, any User identification or password to the Services, shall be maintained by Users as confidential and available exclusively for Users, as appropriate, as provided in these Terms of Use (“Confidential Login Information”). Users shall refrain from sharing Confidential Login Information with any third-parties, except as otherwise required by law. You agree to: (i) immediately notify EV Connect of any unauthorized use of your account or RFID device, or any other breach of security, (ii) immediately change your account password if you become aware that it has been compromised, and (iii) ensure that you fully exit from your account at the end of each session.

n. EV Connect cannot and will not be liable for any loss or damage arising from a User’s breach of or failure to comply with this Section 10 (User Responsibilities and Obligations).

11. Confidential Information. Except as set forth in Section 2, as ordered by a court of competent jurisdiction or as otherwise required by law, Company shall refrain from sharing Confidential Login Information and any other confidential User information. Users shall adhere to their confidentiality obligations set forth in Section 10.

12. No Warranty; Disclaimer.

- a. THE LICENSE GRANTED TO USERS UNDER THESE TERMS OF USE, INCLUDING THE SERVICES AND ALL OTHER MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED THEREIN, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. WITHOUT LIMITING THE GENERALITIES OF THE FOREGOING, YOU EXPRESSLY UNDERSTAND AND AGREE YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.
- b. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES TO THE SERVICE AND ANY CHARGING STATIONS AND CHARGING STATION HARDWARE ACCESSIBLE VIA THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- c. YOU EXPRESSLY UNDERSTAND AND AGREE THAT VEHICLE CHARGING IN CONNECTION WITH YOUR USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR VEHICLE OR ANY

COMPUTER SYSTEM THAT RESULTS FROM YOUR USE OF THE SERVICE TO CHARGE A VEHICLE.

13. Limitation of Liability.

a. THE COMPANY'S ENTIRE AND CUMULATIVE LIABILITIES TO USERS, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, USE OF ANY CHARGING STATION AND/OR THE SERVICES OR CONTENT AVAILABLE ON THE SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO \$50.00.

b. WITHOUT LIMITING AND NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY USER FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF THE COMPANY OR USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE.

c. WITHOUT LIMITING THE FOREGOING, USERS ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD-PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD-PARTIES CAN IMPAIR OR DISRUPT USERS' OR OTHER THIRD-PARTIES' CONNECTIONS TO THE INTERNET, OR PORTIONS OF THE INTERNET. ALTHOUGH THE COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, THE COMPANY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

d. YOU ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 13 (LIMITATION OF LIABILITY) ARE AN ESSENTIAL BASIS OF THE BARGAIN AND OF THE ALLOCATION OF RISKS BETWEEN THE PARTIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OR PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

14. Injunction. The Company and Users agree that a breach or violation of Sections 3, 5, 10, or 11 of these Terms of Use will result in immediate and irreparable injury and harm to the Company. In such event, the Company shall have, in addition to any and all remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under these Terms of Use;

provided, however, that, this shall in no way limit any other remedies which the Company may have, including, without limitation, the right to seek monetary damages.

15. Termination. The Company may at any time and without notice terminate User's license upon the occurrence of any of the following events: (1) User requests to terminate account; or (2) User breaches or defaults under any material term of condition of these Terms of Use; (3) User fails to timely pay any required fees, or (4) for convenience.

16. Indemnification. In addition to Users' obligation to indemnify under Section 5(d), Users agree to indemnify and hold harmless the Company and its officers, directors, employees, shareholders, members, and manager from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (i) these Terms of Use, (ii) the submission of any User Content that infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world or (iii) any disputes between Users and Charging Site Hosts relating to the Company's Services or any agreements made between those Users and Charging Site Hosts. The Company shall have the right to control its own defense and engage legal counsel acceptable to the Company.

17. Proprietary and other Notices. Users agree that they will not alter or remove any trademarks or copyright notices and disclaimers located or used on, or in connection with, the Services or any printouts of the Services allowed under these Terms of Use.

18. Fees and Payment.

a. User will pay Company all applicable fees and any related taxes (other than taxes on Company's income) for use of the Services.

b. User authorizes Company to temporarily charge one dollar (\$1.00) during the set-up of each payment account.

c. User authorizes Company to charge the applicable fees to the payment card or other payment account that User submits to Company and agrees that a third-party processing company may store such financial information. Users will be automatically charged for all fees and taxes as they become due. Users' obligation to pay fees continues until the payment is satisfied. If User's payment card issuer, account or bank does not honor charges User has paid using User's card, account or bank, User will remain directly liable to Company for all unpaid amounts. User may cancel his or her registration by sending an email to driver_support@EVConnect.com or through the User's account on EVConnect.com.

d. Non-payment of any fees or other sums due to Company related to use of the Services will result in termination. Company may, at its discretion, also appoint an outside debt collection agency to collect amounts owed to Company. User agrees to reimburse Company for all costs that Company incurs in enforcing its collection of User's unpaid amounts, including debt collection agency fees, reasonable attorneys' and legal fees and court costs.

e. All overcharges or billing disputes must be reported within thirty (30) days of the date that the dispute occurred. If User disputes a charge to his or her payment card issuer, account or bank that, in the Company's reasonable judgment, is a valid charge under the provision of this Agreement, User agrees to reimburse the Company for its reasonable costs incurred in

connection with the investigation of the matter. Company will refund any such fees if the investigation finds that User's action in disputing the charge to his or her card issuer, account or bank was justified because the charge was not, in fact, a valid charge under the provisions of this Agreement.

f. All fees and charges are non-refundable and there are no refunds.

19. General.

a. Notices. All notices, demands, or consents required or permitted under these Terms of Use shall be in writing and shall be delivered via email, return receipt requested at the following addresses:

If to the Company:

legal@EVConnect.com

If to User:

At User's e-mail associated with their account.

The foregoing addresses may be changed from time-to-time by updating these Terms of Use or updating the User's email address for the User's account, as applicable.

b. Governing Law; Submission to Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the state of California. Users acknowledge that by using the services provided under these Terms of Use, Users have transacted business in the state of California. By transacting business in the state of California, Users voluntarily submit and to, and waive any defense to the jurisdiction of courts located in Los Angeles County, state of California, as to all matters relating to or arising from these Terms of Use.

c. Costs of Litigation. If any action is brought by either party against the other party regarding the subject matter of these Terms of Use, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

d. Severability. Any provision of these Terms of Use which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Terms of Use.

e. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in these Terms of Use shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Terms of Use. The subsequent acceptance of any payment due under these Terms of Use by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Terms of Use.

f. Entire Agreement; Modifications Only in Writing. These Terms of Use (i) constitute the entire agreement between the Company and Users concerning the Services, content, and all other subject matter of these Terms of Use; and (ii) supersede any contemporaneous or prior proposal, representation, agreement, or understanding between the parties.

g. No Third-Party Beneficiaries. These Terms of Use are for the sole and exclusive benefit of the Company and Users and are not intended to benefit any third-party. No third-party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Terms of Use.

h. Survival. The provisions of Sections 2(c), 5, 10, 11, 12, 13, 14, 16, 17, 18 and 19 of these Terms of Use shall survive the termination of these Terms of Use.

i. Binding Contract. THIS IS A BINDING LEGAL CONTRACT. ALL USERS AGREE TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE COMPANY FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF ANY USER DOES NOT AGREE TO THESE TERMS OF USE, USER SHOULD NOT USE THE SERVICES.