

Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Brett Luzader, Committee Chairman

Monday, October 28, 2019

Council Chambers

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. Public Service and Transportation Committee – Committee Meeting – October 14, 2019

4. LEGISLATION FOR FIRST READING

A. AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY

5. LEGISLATION FOR SECOND READING

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BERMEX INC. FOR METER READING SERVICES (FIRST READING 10/14/2019).

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
October 14, 2019**

Ward 2 Councilmember Brett Luzader called the meeting to order at 8:25 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner
ABSENT:

Approval of Agenda

Agenda stands as approved

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – September 23, 2019

RESULT: ACCEPTED

Legislation for Single Read

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JESS HOWARD ELECTRIC TO PERFORM CONSTRUCTION SERVICES FOR THE EAST MAIN STREET AND KROGER TRAFFIC LIGHT PROJECT --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 10/14/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM PHASE 2 CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND EAST MAIN STREET GREEN SPACE/PARKING IMPROVEMENT PROJECT, AND APPROPRIATING REMAINING FUNDS THEREFORE --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 10/14/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

Minutes Acceptance: Minutes of Oct 14, 2019 7:32 PM (Approval of Minutes)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
October 14, 2019**

AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE U.S. ROUTE 40 AND OTHER RELATED IMPROVEMENTS --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 10/14/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2020 STREET IMPROVEMENT PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Luzader. Public Service and Transportation Committee.

Mr. Luzader: hopefully we can get this done and bid out early and get a nice Street Program for next year.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 10/14/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Oct 14, 2019 7:32 PM (Approval of Minutes)

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

ORDINANCE REQUEST

DATE: **October 28, 2019**

TO: **Andrew Bowsher, Development Director Public Service and Transportation Committee**

RE: **Application to AEP for Electric Charging Stations for the Community Center**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Explanation of legislation and need: This legislation is needed to authorize the Mayor to apply for a 100% funding of the installation of AEP electric charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot. The pre-approval of the project was just received from AEP.

Statement of necessity for Emergency passage: An emergency to protect the safety and welfare for the citizens of Reynoldsburg in order to complete the project to coincide with the completion of the community center project.

This legislation is to fund a 100% covered grant program offered by AEP for electric charging stations. The City will receive 3 charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot. The total cost of the project (\$181,221) could be reimbursed by AEP upon final approval by AEP of the installed project. The City has already received pre-approval from AEP. Wiring conduit has already been installed as part of our contractor's work. AEP will supply the power, at a direct cost to the consumer. All equipment

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will be powered by the City. This ordinance also enters into contract EVUnited/Chargepoint for installation, and purchase of equipment. This company is the largest and most popular brand in the segment, and were insurmountable in helping us with our pre application process. AEP will be responsible for all maintenance and upkeep of the charging stations for the first four years. This project earns the City points toward MORPC's Green Sustainable Cities, which can identify the City as a green city to developers and corporations.

Unappropriate funds from the Capital Improvement Fund (CIP) to account

AN ORDINANCE TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AN AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, typical gas combustion engines are inefficient and release pollution linked to respiratory disease and climate change; and

WHEREAS, electric cars require no gas, release no tailpipe emissions, and cost less money to drive and operate; and

WHEREAS, the 2018 Franklin County Energy Study fund that transportation accounts for over 40% of total energy used and more than 50% is wasted energy and sets a target of a countywide 10% electric vehicle adoption rate of 2030; and

WHEREAS, AEP offers a Commercial Electric Vehicle Charging Station Incentive Grant program that will cover 100% of the cost of the equipment, installation, and maintenance with the City being responsible for the upfront costs.

Clerk of Council

Mollie Prasher

7232 East Main Street

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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Department of Public Service be and is hereby authorized and directed submit an application for the AEP commercial electric vehicle charging station incentive grant for \$181,221.00 for a total of three charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot to be installed by the AEP approved contractor EV United/Chargepoint.

SECTION 2. That \$50,000.00 be appropriated from the Capital Improvement Project Fund to account 410.000.0162.5602 - Land Improvements for the installation at the East Main Street/Lancaster Avenue Green Space/Parking Lot project with \$131,221.00 coming from the existing community center account 410.000.0148.5659. That upon reimbursement to the City of Reynoldsburg from AEP, all upfront funds spent will be returned to the CIP fund.

SECTION 3. That Council hereby waive the competitive bidding process as AEP requires the use of only select contractors and authorize the Mayor to sign a contract with EV United/Chargepoint.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete the project by the end of 2019; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00213: City of Newark

Dear David Rhodes,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$97,857.00 has been reserved until 01/14/20 for Project ID#: AEP-EV-00213.

An AEP Ohio Customer Design Technician will facilitate a review of order number 105113969 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00213 City of Reynoldsburg (Electric Vehicle Charging Stations)



An **AEP** Company

BOUNDLESS ENERGY™

Subject: Incentive Reservation Notice Regarding: AEP-EV-00193: City of Reynoldsburg

Dear Andrew Bowsher,

AEP Ohio is pleased to inform you that we completed the review of your pre-approval application. \$83,364.00 has been reserved until 12/19/19 for Project ID#: AEP-EV-00193.

An AEP Ohio Customer Design Technician will facilitate a review of order number 104601599 to ensure service adequacy for the increased load at the project site. You can expect to be contacted in 1-3 business days.

If you have any questions during the order process, please contact our Business Solutions Team at 1-888-710-4237 Monday – Saturday between 7am – 7pm.

Reserved funds are not a guarantee of incentives due, as they are subject to program rules, terms, conditions and incentive levels at the time the final application is submitted. They may not be transferred to other projects, facilities and/or customers. Incentives are based on our review of the final application and supporting documentation for the equipment you installed. Therefore, it is essential that the installed equipment meets the required specifications, and that all Terms and Conditions are honored.

To speed processing of your final application, please submit your signed final application and all requested supporting documentation listed as soon as your project is complete.

We appreciate your participation in AEP Ohio's EV Charging Station Incentives Program.

Sincerely,

Johnnie Clark

AEP Ohio EV Charging Incentives Program
700 Morrison Rd | Gahanna, Ohio 43230
Tel: 833-644-6382 (833-OHIOEVC). | E-mail: OhioEVCharging@aep.com

Attachment: EV 00193 City of Reynoldsburg (Electric Vehicle Charging Stations)

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 *“ChargePoint®”* means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 *“ChargePoint Services”* means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 *“ChargePoint Application”* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *“Charging Station”* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *“Content”* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *“CPI Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *“CPI Property”* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *“Documentation”* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *“Effective Date”* means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 *“Intellectual Property Rights”* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *“Malicious Code”* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *“Party”* means each of CPI and Subscriber.

2.16 *“PII”* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *“Provisioning”* means activating Charging Stations, warranties and Cloud Plans on ChargePoint

2.18 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 *"Cloud Plan(s)"* means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 *"Subscriber Content and Services"* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 *"Subscriber Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 *"Subscription Fees"* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 *"Taxes"* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 *"Token(s)"* means the serialized proof of purchase of a Cloud Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 *"User"* means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or 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;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Upon expiration of the original term, this Agreement will renew automatically for successive one-year terms at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber’s right to terminate below Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. All other Cloud Plans will commence on the date of activation of such Cloud Plans, but in no event more than one

year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties

resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim.

If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network, contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber: _____

ChargePoint, Inc.

Name: _____

Name: Jonathan Kaplan

Title: _____

Title: General Counsel

Date: _____

Date: _____

Address: _____

Address: _____

254 E. Hacienda Ave
Campbell, CA 95008

Attachment: Electric Charging Stations Agreement (Electric Vehicle Charging Stations)

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI will remit Net Session Fees to Subscriber, not less than quarterly, provided that the amount due to Subscriber hereunder is at least two hundred and fifty U.S. Dollars (\$250) (or, if Subscriber is located in Canada, two hundred and fifty Canadian dollars) or more. Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by ACH. In order to facilitate such payments, Subscriber agrees to provide to CPI, or its payment provider, Subscriber's bank information to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than ACH (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable taxes whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 **“Rights Grantor”** means Subscriber.

1.2 **“Rights Grantee”** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.



Commercial Electric Vehicle (EV) Charging Station Incentive Program

Application Terms & Conditions and Final Payment Agreement

Attachment: EV Charging Station Incentive Program (Electric Vehicle Charging Stations)

July 20



TERMS AND CONDITIONS

Definitions

- Confidential Information – non-public information that is disclosed by one party to the other party in connection with the EVSE project irrespective of the format in which the information is provided. “Confidential Information” does not include information which: (a) is, or subsequent to disclosure becomes, part of the public domain through no fault of the receiving party; (b) is lawfully disclosed to the receiving party by a third party which, to the knowledge of the receiving party, does not have a confidentiality obligation to the disclosing party; (c) was lawfully in the possession of the receiving party prior to disclosure by the disclosing party; or (d) is lawfully and independently developed by the receiving party without use of the Confidential Information disclosed by the disclosing party.
- EVSE – Electric vehicle supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- EVSE Package(s) – EVSE hardware, software, and network services approved for the EV Charging Station Incentive Program. Program includes both Level 2 and DC Fast Charging EVSE Packages.
- EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.
- EV Supply Infrastructure – Infrastructure from the meter, but not including the meter, to the EVSE, this may include an electrical panel, cable and conduit necessary to deliver power to the EVSE.
- Final Application – Application submitted with actual project costs and required documentation when project is completed
- Government-owned Property - Municipal, state, or federal government owned property or property for which the government has a property interest such as an easement or lease.
- Low Income – Census tracts in AEP Ohio’s service territory where 50% of households have income less than two times the federal poverty threshold as defined by 2011 – 2015 American Community Survey (ACS).
- Multi-Unit Dwelling - Apartments, condominiums or mixed residential locations with a minimum of five units.
- Operations and Maintenance (O&M): includes but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational.
- Port - The part of the charging station that connects to the

Electric Vehicle.

- Publicly Available - Facilities that are open and accessible to the public 24/7 where the host location is not a Workplace facility.
- Site Host – The entity participating in the EV Charging Station Incentive Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for AEP Ohio and will be responsible for paying for the energy delivered to the EVSE Package.
- Workplace – Office complex or other work venue where the overwhelming majority of EVSE users are likely to be employees or tenants of the Site Host.

Program and Project Eligibility

Incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the customer has chosen to purchase power. All participants are subject to the terms and conditions of the EV program approved by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al. (“PUCO-approved Program”) and any conflict between the terms and conditions in this document and the PUCO-approved Program will be resolved in favor of the PUCO-approved Program. A customer may neither apply for nor receive incentives for the same measure, equipment or service from more than one electric distribution utility.

Project requirements under the AEP Ohio EV Charging Incentive Program include the following:

- Projects must involve a new installation and be contained on the approved EVSE Package list.
- All equipment must be new.
- All installed equipment must meet program specifications and meet or exceed state, federal and local codes and requirements.
- All installed equipment must be separately measured by an AEP Ohio installed meter for the purposes of data collection.
- Equipment must be installed and operating prior to submitting Final Application for an incentive. The capital improvements must be purchased or leased for the life of the EVSE.
- AEP Ohio will issue incentive payments in the form of checks not utility bill credits.

Except as required by governmental or regulatory authorities, Confidential Information contained in any documents associated with this application will be protected from public filings. However, AEP Ohio may disclose the Confidential Information of the Site Host to the Public Utilities Commission of Ohio (“PUCO”) and AEP Ohio’s independent evaluators for further review and approval.



TERMS AND CONDITIONS

Incentive Payment Limits

Incentive levels are provided in the individual program applications for the AEP Ohio EV Charging Station Incentive Programs. All incentives are paid as a one-time incentive.

Level 2 EVSE Packages have a maximum incentive of \$50,000 or the following per Port and per project cost caps. Incentives are limited to 6 Ports per Site Host and associated affiliates and will be the lesser of the cost profiled below.

LEVEL 2 CHARGING STATION INCENTIVES			
Installation Category	Per Port Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$10,000	100%	\$50,000
Publicly Available (Non-Government owned Property)	\$10,000	80%	\$50,000
Workplace	\$5,000	50%	\$30,000
Multi-Unit Dwelling	\$7,500	75%	\$45,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

DC Fast Charging EVSE Packages have a maximum incentive of \$150,000 or the following per EVSE and per Project Cost caps. Incentives are limited to 2 stations per Site Host and associated affiliates and will be the lesser of the cost profiled below.

DC FAST CHARGING STATION INCENTIVES			
Installation Category	Per EVSE Cap	Project Cost Cap	Maximum Rebate
Publicly Available (Government owned Property)	\$100,000	100%	\$150,000
Publicly Available (Non-Government owned Property)	\$50,000	80%	\$100,000
Low Income (subset of Installation Category)	per Installation Category	100%	per Installation Category

EV Drivers Right to Access

Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Charging Station Incentive Program, Site Host decides whether to make the EVSE available to the general public.

CUSTOM PRICING INFORMATION

Site Host can determine any pricing required of EV drivers to charge their vehicle, however the Site Host is required to submit to AEP Ohio the prices and fees it will implement at its location and any communication of pricing and fees.

Duty to Notify

Site Host has a duty to promptly notify AEP Ohio when Site Host becomes aware of any unsafe, inoperable or damaged equipment including equipment defaced or otherwise marked by graffiti. In addition, Site Host shall promptly report all claims and/or incidents to AEP Ohio or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

Accessibility Requirements

The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and Ohio Building Standards. Site Hosts are responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

EVSE Operation and Maintenance

The Site Host is required to maintain the EVSE for the full 4 years from the operational date of the EVSE. Site Host will pay all Operations and Maintenance costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of AEP Ohio for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and will promptly notify AEP Ohio of any



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problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services. Uninterrupted service is not guaranteed, and AEP Ohio may interrupt service when necessary to ensure safety or to perform maintenance. AEP Ohio will use reasonable efforts to notify Site Host in advance of interruptions to service.

EVSE Co-Branding

Site hosts will be allowed co-branding opportunities on incentivized EVSE Packages. Each EVSE will be required to display the AEP Ohio logo. AEP Ohio will work with Site Hosts to ensure consistency with brand guidelines to ensure parties are represented. AEP Ohio reserves the right to remove logo subject to our discretion at any time, for any reason.

Application Review Process

Applications are not a guarantee of program acceptance and incentive payment. AEP Ohio will review applications for eligibility and completeness. Completed applications will be reviewed in the order received. Funds are reserved for the project when AEP Ohio receives a complete application and determines that the project meets the program eligibility requirements. Applicants who submit incomplete applications will be notified of deficiencies upon review of the application and may lose their place in the review process until all requested information is received. Applications must be completed and all information received to begin processing. Applicants are encouraged to call or contact the program team at 1-833-644-6382 (833-OHIOEVC) or OhioEVCharging@aep.com with any questions about documentation requirements.

Pre-Approval Application

All EV Charging Station Incentive Program projects require pre-approval. It is always a best practice to contact the program team if assistance is needed preparing a pre-approval application for submittal.

A pre-approval application is not a guarantee of an incentive; the actual incentive will be based on eligible project costs as determined in the Final Application. Funds are reserved for 90 days, unless an applicant is granted an extension. The program team reserves the right to contact the customer before the reservation expiration date to ensure that the project is moving forward. If the project is not underway, the reservation may be cancelled.

Electric Vehicle Service Equipment Package

Upon pre-approval of application by AEP Ohio, Site Host shall select and procure one EVSE Package from the AEP Ohio approved list of qualified vendors accessed through the EV

Charging Station Incentive Program website. In all cases AEP Ohio is responsible for the EV Service Connection. Site Hosts are responsible for coordinating and installing the EV Supply Infrastructure at the site. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by AEP Ohio. Site Host acknowledges that AEP Ohio makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that AEP Ohio has no liability whatsoever concerning the quality and safety of such products.

Final Application

The Final Application for projects should be submitted within 60 days after project completion. A signed application with supporting project documentation verifying project installation and capital improvements must be submitted to AEP Ohio prior to application approval. Project documentation, such as (but not limited to) copies of dated invoices for the purchase and installation of the EVSE Package, equipment specification sheets, complete application and W-9 forms (LLC, individual, partnership, property management companies), is required. The location or business name on the invoice must be consistent with the application information. Requested information such as proof of project completion could include equipment purchase dates, installation dates, proof that equipment is operational, manufacturer specifications, warranty information, photo invoices and proof of owner co-payment.

AEP Ohio reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility.

Inspections

The AEP Ohio EV Charging Incentive Program reserves the right to have its representatives inspect all projects to verify compliance with the program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, verification of installed equipment, metering, data collection, interviews and utility bill data analyses or monitoring data analysis. Site Hosts are required to allow access to project documents and the facility where the EVSE Packages are installed for a period of four years after receipt of incentive payment from AEP Ohio. In the event an EVSE installation is turned over to a new account holder/owner before AEP Ohio has officially verified incentivized equipment, Site Host shall include in the agreement transferring control of the EVSE installation AEP Ohio's right to verify incentivized equipment and AEP Ohio's right to do so under new ownership. The Site Host understands and agrees that program installations may also be subject to inspections by the PUCO, its designee or AEP's independent evaluators, and photographs of installation may be required.



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Tax Liability

Incentives are taxable and, if more than \$600, will be reported to the IRS unless the Site Host is exempt. AEP Ohio is not responsible for any taxes that may be imposed on Site Host as a result of its receipt of payment. A W-9 for LLC, individual, partnership and property management companies must be provided with all applications.

Disclaimer

AEP Ohio does not guarantee the performance of operation of the EVSE Package and expressly disclaims all warranties, whether expressed or implied, including without limitation all warranties of merchantability and of fitness for a particular purpose. AEP Ohio has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Packages. AEP Ohio is not responsible for the proper disposal/recycling of any waste generated as a result of this project. AEP Ohio is not liable for any damage caused by the operation or malfunction of the installed equipment.

Permission to Use Data

Site Host grants AEP Ohio, its agents and representatives the unrestricted right to access and use all data gathered as part of the EV Charging Station Incentive Program for AEP Ohio, its agents and representative, use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations

Site Host understands that its participation in EV Charging Station Incentive Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, AEP Ohio, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant the easement, or (ii) it is the authorized manager of the proposed EV Charging Station Incentive Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Charging Station Incentive Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the easement.

Changes

AEP Ohio may initiate changes to the EV Charging Station Incentive Program as necessary to comply with PUCO directives. AEP Ohio shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the EV Charging Station Incentive Program subject to the conditions outlined in the section Site Host Removal or Termination.

Compliance with Laws

All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Charging Station Incentive Program and/or Site Host's interactions with customers in connection with the EV Charging Station Incentive Program.

Failure to Comply with Terms and Conditions

Without limitation, and to the greatest extent allowed by law, AEP Ohio reserves the right to seek damages and recovery for losses incurred due to any breach of the EV Charging Station Incentive Program terms and conditions on the part of Site Host, whether intentional or unintentional.

Relocations

Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Charging Station Incentive Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by AEP Ohio, Site Host shall include the legal description of the new location.

AEP Ohio Termination or Suspension

AEP Ohio may terminate, or for any duration suspend, Site Host's participation in the EV Charging Station Incentive Program, or operation of EVSE, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Charging Station Incentive Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Charging Station Incentive Program or AEP Ohio's ratepayers.

Site Host Removal or Termination

Should Site Host request removal of the EVSE or terminate its participation in the EV Charging Station Incentive Program prior to four (4) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such



TERMS AND CONDITIONS

removal as well as actual costs, as circumstances may dictate, for losses incurred by AEP Ohio on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Indemnification

Non-governmental Site Hosts shall indemnify, hold harmless and defend AEP Ohio, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of AEP Ohio or Site Host; (ii) injury to property or other interests of AEP Ohio, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of AEP Ohio, its officers, managers, or employees. Site Host shall, on AEP Ohio's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to AEP Ohio. Site Host shall pay all costs and expenses that may be incurred by AEP Ohio in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each party was represented by counsel in the negotiation and execution of this Agreement. AEP Ohio represents and warrants that it has indemnification language in its contract with any third party who AEP Ohio may send to perform work on Site Host's physical site. AEP Ohio agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site. Owner retains the right to bring a claim against a governmental entity, in accordance with the appropriate statutory remedy for resolving such claims, for claims arising out of the negligent acts or omissions of the governmental entity.

Insurance Requirements

Site Host shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

1. The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By endorsement add AEP Ohio, its directors, officers, agents and employees as additional

insureds with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and non-contributory to any insurance or self-insurance maintained by AEP Ohio.

B. Additional Insurance Provisions

1. Before commencing performance of work under this Agreement, Site Host shall furnish AEP Ohio with certificates of insurance and endorsements of all required insurance for Site Host.
2. AEP Ohio may inspect the original policies at any time.
3. Upon request, Site Host shall furnish AEP Ohio evidence of insurance for Site Host's agents or contractors.

Casualty

If all or any portion of the EVSE or the Site Host's property are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Site Host shall have the right to terminate the Agreement by written notice to AEP Ohio in which event the Agreement shall terminate on the date that is 10 days after the receipt of termination notice by AEP Ohio. In the event of any Casualty which materially and adversely affects the operation of the EVSE, AEP Ohio shall have the right to terminate the Agreement by written notice to Site Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of AEP Ohio's termination notice and AEP Ohio may elect to remove or replace the EVSE from the Site Host's property.

Dispute Resolution

After attempting in good faith to resolve a dispute, a party may request voluntary mediation by written notice to the other party. If the other party agrees to participate in the mediation, the mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations in accordance with Ohio Evid. R. 408, which is incorporated herein by reference.

No Partnership

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render AEP Ohio and Site Host liable as partners, co-venturers or principals.

Enforceability

If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid



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by a court of competent jurisdiction or arbitrator/mediator, AEP Ohio and Site Host shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

The laws of the State of Ohio shall govern the Agreement. The parties agree that all actions and proceedings brought by one party against the other party shall be litigated in courts located in the Franklin County, Ohio. The parties agree that such courts are convenient forums and they irrevocably submits to the personal jurisdiction of such courts. Each party waives personal service of process and consents to service of process by certified or registered mail at the address designated for receiving notices under the Agreement.

Integration

This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

Survival

The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Force Majeure

Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party ("Force Majeure Event"), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting

party's plan to mitigate the effects of the delay or default.

Affiliated Companies

Any indemnification of AEP Ohio and any limitation of AEP Ohio's liability shall to the same extent apply to AEP Ohio's directors, officers, employees, agents and affiliated companies (including any joint ventures of which AEP Ohio or any of its affiliates are a member and the other members of such joint ventures), and the directors, officers, employees and agents thereof. The affiliated companies of the American Electric Power System are severally and not jointly liable for obligations arising hereunder.

Electronic Signatures

Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

Notices

Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice. Notices given to AEP Ohio shall be addressed to:

AEP Ohio EV Charging Station Incentive Program
700 Morrison Road
Gahanna, Ohio 43230



FINAL PAYMENT AGREEMENT

I understand that the Final Application and all required documentation must be received by the AEP Ohio EV Charging Station Incentive Program within 60 days of project completion (the "Final Application Deadline"). Applications received more than 60 days after installation may render this application ineligible, unless an extension has been granted in writing. All equipment must be purchased, installed and fully operational prior to submitting the Final Application.

I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination of incentive levels for this project.

I understand that this project must involve an approved EVSE Package.

I understand that once the project is complete, I will resend (for any application that was originally submitted as a Pre-approval application) the Final Application with any as-built changes along with the signed Final Payment Agreement. As an eligible AEP Ohio account holder, I certify that decisions to acquire and install the indicated EVSE Packages, which will be demonstrated with supporting documentation required by AEP Ohio, were made after pre-approval was received, and that work was completed on this project on or before the Final Application Deadline.

I understand that the location and business name on the project documentation must be consistent with the application information. Project documentation, and details of EVSE Package installation are included. Documentation indicating project completion dates prior to the eligibility date, may render this application ineligible. I understand that all submissions become the property of AEP Ohio. (It is recommended to keep a copy of the application for your records.)

I agree that if: (1) I do not install the related EVSE Package(s) identified in my application or (2) I remove the related EVSE Package(s) identified in my application before a period of four (4) years then I shall refund a prorated amount of incentive funds to AEP Ohio based on the actual period of time for which the related EVSE Package(s) were installed and operating (or the full amount, if the EVSE Package was never installed). I understand that AEP Ohio or its representatives have the right to ask for additional information at any time. AEP Ohio EV Charging Station Incentive Program will make the final determination on incentive payments for this project.

I agree to be responsible to comply with any applicable codes or ordinances. I understand it is my responsibility to be aware of any applicable codes or ordinances. I agree to verification by the utility or its representatives of sales transactions, equipment installation and performance testing.

I understand that these incentives are available to all non-residential accounts that receive their electricity over AEP Ohio wires, regardless from which retail electric supplier the Site Host has chosen to purchase power.

I understand that AEP Ohio reserves the right to refuse payment and participation if the Site Host or contractor violates program rules and requirements. AEP Ohio is not liable for incentives promised to Site Hosts as a result of misrepresentation of the program.

I understand that AEP Ohio does not guarantee and does not make any warranties associated with the EVSE Package(s) eligible for incentives under this program. Furthermore, AEP Ohio has no obligations regarding promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any EVSE Package and does not endorse or guarantee same.

I understand that in the event the application receives pre-approval and funds are reserved based upon the application, such pre-approval or reservation, including the specific dollar amount of reservation, does not represent a guarantee that such funds will be paid. Payment of incentives will be based upon the final review of the application and program terms and conditions, as well as the availability of funds.

I understand that the program has a limited budget. Applications will be processed until allocated funds are reserved or spent.

I certify that the information on this application is true and correct and that the taxpayer ID number, tax status and W-9 are the applicant's. I understand that incentives exceeding \$600 will be reported to the IRS, unless the payee is exempt.

I understand that the program may be modified or terminated at any time without prior notice.

I understand and agree that all other terms and conditions as specified in the application, including all attachments and exhibits attached to this application, will serve as a contract for the Site Host's commitment to AEP Ohio and shall apply.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **October 28, 2019**

TO: **Andrew Bowsher, Development Director Public Safety, Law
and Courts Committee**

RE: Bi-Annual Contract Renewal for Meter Reading Services with Bermex

Approval:

Skipped Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The cost of this contract will be split between Water and Wastewater. It will be paid with existing funds scheduled within the budget. The current contract charged \$.57 per Touch Pad and manual reads and \$.25 for all Radio Read units. The new contract will charge \$.62 per Touch Pad and manual reads and \$.25 for all Radio Read units. The annual cost in 2018 for Bermex's services was \$22,175. An estimated annual cost for 2020 is \$23,599.

WHEREAS, the City of Reynoldsburg hires an outside firm to handle the meter reading functions for the water and wastewater department; and

WHEREAS, the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units; and

WHEREAS, Bermex Inc. has provided those services in the past and this legislation would renew that bi-annual contract from January 1, 2020 to December 31, 2021.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Bermex Inc. for meter reading services for the City of Reynoldsburg beginning January 1, 2020 through December 31, 2021.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That the current rates for Bermex, Inc. services at \$.57 per Touch Pad and manual reads and \$.25 per Radio Read units. The new cost for this contract is \$.62 per Touch Pad and manual reads and \$.25 per Radio Read units.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Agreement

THIS AGREEMENT is entered on this ____ day of _____, 2019 by and between the City of Reynoldsburg (hereinafter referred to as “Reynoldsburg”) and Bermex, Inc. (herein after referred to as “Bermex”).

Recitals

WHEREAS, Reynoldsburg is a Municipal Corporation organized under the laws of the State of Ohio, whose territory lies in Franklin, Licking and Fairfield Counties. Reynoldsburg operates a water and sanitary sewer utility for the benefit of its residents; and

WHEREAS, Bermex is a Michigan for-profit corporation duly licensed to transact business in the State of Ohio; and

WHEREAS, Bermex is in the business of supplying labor and transportation for meter reading for various utilities; and

WHEREAS, Reynoldsburg is interested in contracting with Bermex for meter reading services; and

WHEREAS, the parties desire to set forth their agreement in writing.

Agreement

NOW AND THEREFORE, the parties agree as follows:

- 1) Bermex shall read water meters within Reynoldsburg’s service area for the period of **January 01, 2020 through December 31, 2021**. Any extension of this period of service shall be mutually agreed upon in writing by both parties.
- 2) This Agreement and its terms may be terminated, with or without cause, by either party giving sixty (60) days written notice to the other party at the address provided elsewhere in this Agreement.
- 3) Reynoldsburg shall pay Bermex **\$0.62 cents** per manual read or Touchpad read attempt, and **\$0.25 cent per radio read gathered**. Bermex shall invoice Reynoldsburg once per month for the services provided, and Reynoldsburg shall remit payment within thirty (30) days after receipt of a correct invoice.
- 4) **In addition to remuneration set forth in Paragraph 3, above, Bermex may charge Reynoldsburg a fuel surcharge of two and one-half percent (2.5%) of the total monthly charges when fuel for the vehicle being utilized exceeds \$3.50 per gallon for the days worked within the City of Reynoldsburg and working for the City of Reynoldsburg.**

- 5) Bermex employee(s) shall provide the meter reading services no earlier than 8:00 am and not later than 5:00 pm., Monday through Friday. The meter reader shall attempt to complete the reading of the entire route on its scheduled day. Reading of meters on a Saturday will be allowed if circumstances so require and prior approval has been obtained from Reynoldsburg. Readings on Sundays and Holidays are prohibited. It is understood that this certain weather conditions may interrupt the services to be provided under this contract, and all weather-related work stoppages shall be agreed upon by the parties. The Bermex employee(s) shall check-in at the start of their shift and check out at the end of their shift and check – out at the end of their shift. An employee of Reynoldsburg may periodically inspect the work being done by Bermex.
- 6) Bermex' meter reader(s) shall be responsible for obtaining complete and accurate meter readings and recording them in hand held meter-reading devices or to be provided by Reynoldsburg in accordance with the schedule established. Reynoldsburg shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Bermex use. The electronic meter reading devices shall be programmed on a daily basis by Reynoldsburg and available to Bermex at the beginning of each day. The individual meter reader(s) shall be responsible, on a daily basis, to report damaged and /or broken meters, meter boxes and unreadable meters, etc., observed during the performance of their duties. In the event that such conditions exist, the meter reader will promptly advise Reynoldsburg of same. In no case shall Bermex be liable for not reading a meter due to unforeseen circumstances or circumstances beyond **Bermex** control.
- 7) The individual(s) performing the service shall at all times, be properly attired including the use of hard sole shoes. Uniforms which clearly identify Bermex' meter readers must be worn at work at all times. Bermex' vehicles will clearly identify that they are a Contract Meter Reader. Bermex will promptly return all hand held devices to Reynoldsburg upon termination or non-renewal of this Agreement.
- 8) It is expressly understood that the meter readers are employees of Bermex, and not employees of Reynoldsburg. Bermex shall furnish its employees with Workers' Compensation Insurance. Unemployment Insurance, Health Insurance, and the like. Liability Insurance for bodily injury and property damage in the amount of \$500,000 per occurrence shall cover the employees, and documentation of the same shall be supplied to employees, and documentation of the same shall be supplied to Reynoldsburg upon request. Bermex shall also provide Automobile Insurance in the same coverage amount for all vehicles being used by its employees in performing these services. Bermex shall be responsible for withholding all federal, state, and local taxes from its employees pay.
- 9) Bermex shall furnish an Insurance Policy in the amount of **\$8,000** to cover the complete loss or damage to the hand held unit supplied by Reynoldsburg. Bermex understands that damage resulting from neglect or misuse will be paid by Bermex.

10) NOTICES: All notices to be delivered by one party to this Agreement to the other shall be addressed as follows:

Bermex, Inc.
4500 Court House Blvd
Stow, Ohio 44224
Acting President: Mike Weldner

City of Reynoldsburg: Water Department.
7232 E. Main St
Reynoldsburg, Ohio 43068
Superintendent: Paul Hellman

Both parties agree to notify the other in writing if the contact information stated herein changes.

11) Neither party may assign its terms or obligations under this contact without previous written consent of the other party.

12) If any legal dispute arises out of this Agreement, the parties hereby stipulate that the proper jurisdiction and venue for any legal action **will be held** in the Court Common Pleas of Franklin County, Ohio.

13) BERMEX AGREES THAT REYNOLDSBURG WILL NOT BE LIABLE IN ANY WAY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER OR DEATH TO ANY PERSON, EMPLOYEE, AGENT, CONTRACTOR, GUEST, INVITEE, OR TO ANY OTHER INDIVIDUAL OR ENTITY FOR ANY PROPERTY LOSS. BERMEX AGREES TO DEFEND, INDEMNIFY, AND HOLD **REYNOLDSBURG HARMLESS** FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, IN LAW AND EQUITY, LAWSUITS, CHARGES, COSTS INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND COST OF INVESTIGATION, DAMAGES, EXPENSES, AWARDS, AND/OR JUDGEMENTS BY REASON OF ANY LOSS, DAMAGE, INJURY, OR DEATH OR ANY PROPERTY LOSS CAUSED OR CONTRIBUTED, (IN WHOLE OR IN PART) BY ANY NEGLIGENT ACT(S) OR OMISSION(S) OF BERMEX, AND ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, INVITEES, OR GUESTS, IF ANY PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY ONE OR MORE PERSON OR ENTITY IN CONNECTION WITH SUCH LIABILITY OR CLAIM, BERMEX, UPON NOTICE FROM REYNOLDSBURG, SHALL DEFEND SUCH ACTION(S) OR PROCEEDING(S) OF ANY KIND AT BERMEX' EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO REYNOLDSBURG. BERMEX' OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BERMEX UNDER THIS AGREEMENT, THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14) FORCE MAJEURE: Performance of this Agreement by each party shall pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss

or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot, or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties: and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each parties hereunder shall be extended for a period equal to the period of such delay.

15) This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement, shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument, authorized and executed with the same formality as the agreement and agreed to by both parties.

WHEREFORE, the parties hereto set their hands in furtherance of this Agreement.

City of Reynoldsburg

BERMEX, INC.

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Dated _____

Dated _____

APPROVED AS TO FORM:

James E. Hood, City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned Auditor for the City of Reynoldsburg hereby certifies that the funds necessary to pay this contract are either in the treasury or in the process of being collected.

Steve Cicak, Auditor

Attachment: Contract with Bermex for Meter Reading Agreement (Contract for Meter Reading)