

**Loop Network Charger Commissioning Form  
And Network Access Terms & Conditions**

This Loop Network Charger Commissioning Form and Loop Network Terms & Conditions (collectively, the “LNAA”) are entered into on this 1st day of July 2024 (the “Effective Date”) by and between Loop Global Inc., a Delaware corporation (“Loop”) and the Customer listed below (“Customer”) (each a “Party” and collectively the “Parties”). This LNAA governs Customer’s use and access of the Loop Network for the EVSE units at the equipment location address noted below.

**I. CHARGER COMMISSIONING FORM**

**CUSTOMER & SITE INFORMATION**

Customer (Organization) Name:	San Bernardino County
Equipment Location Address (the “Site”):	Parking lot at corner of 3 <sup>rd</sup> St. and North Mountain Ave., San Bernardino, CA
Site Name (if any):	-
Site Owner Name (if different than Customer):	Same
Name of Primary Customer Contact:	Richard Ayala
Customer Billing Address (if different than above):	385 N. Arrowhead Ave., Second Floor, San Bernardino, CA
Phone:	(909) 387-5111
Email:	<a href="mailto:richard.ayala@res.sbcounty.gov">richard.ayala@res.sbcounty.gov</a>

**CHARGER NETWORK TYPE**

Please select one of the following Charger Network Types, which determines driver access and map appearance:

Network Type	Description
<input type="checkbox"/> <b>Private Charger Network Type</b>	The EVSE and Loop charger network at the site will be accessible only to Drivers with granted access. To the extent that the Chargers appear in the Loop App and/or on a public map (e.g., Google Maps), they will be marked as private, indicating restricted access.
<input checked="" type="checkbox"/> <b>Public Charger Network Type</b>	The EVSE and Loop charger network at the site must be accessible to any Driver, will appear in the Loop App, and may appear in public maps. Customer must ensure unrestricted access to maintain the Public Network Type designation.

**CHARGER NETWORK PLANS**

Please select one of the Charger Network Plans and complete the applicable charging rates in the right column. In addition, Customer can select to charge a Parking Time Fee by selecting the appropriate box in the Customer Portal.

Charger Network Plan	Description	Rates
<input type="checkbox"/> Pay per Month(1)(4)	Billing Rate: Drivers will be charged either a per-use kilowatt-hour billing rate (“\$/kWh Billing Rate”), or when applicable a per minute billing rate (“\$/minute Billing Rate”), based on the billing rate selected in the right column by Customer.  Revenue Share: Loop shall retain three percent (3%) of any amounts collected from Drivers.  Monthly Network Fee: Thirty-five dollars (\$35.00) per charging port payable to Loop by Customer(6).	[_____] \$/kWh Billing Rate  <b>Or</b>  [_____] \$/minute Billing Rate(5)

<input type="checkbox"/> Hybrid(1)(4)	<p>Billing Rate: Drivers will be charged either a per-use kilowatt-hour billing rate (“\$/kWh Billing Rate”), or when applicable a per minute billing rate (“\$/minute Billing Rate”), based on the billing rate selected in the right column by Customer or configured through CMS.</p> <p>Revenue Share: Loop shall retain fifteen per cent (15.0%) of any amount collected from Drivers.</p> <p>Monthly Network Fee: Twenty dollars (\$20.00) per charging port payable to Loop by Customer(6).</p>	<p>[_____] \$/kWh Billing Rate <b>Minimum value is \$0.15/kWh</b></p> <p><b>Or</b></p> <p>[_____] \$/minute Billing Rate(5) <b>Minimum value is \$0.03/minute for L2s</b></p>
<input type="checkbox"/> DCFC(3)	<p>Billing Rate: The Loop Network will charge Drivers either a per-use kilowatt-hour billing rate (“\$/kWh Billing Rate”), or when applicable a per minute billing rate (“\$/minute Billing Rate”), based on the billing rate selected in the right column by or configured through CMS.</p> <p>Revenue Share: Loop shall retain ten per cent (10.0%) of any amount collected from Drivers.</p> <p>Monthly Network Fee: Fifty dollars (\$50.00) per charging port payable to Loop by Customer(6).</p> <p>Activation Fee: Loop will charge an Activation Fee per charging session, billed directly to the Driver upon session activation. The Activation Fee is subject to change at the sole discretion of Loop.</p>	<p>[_____] \$/kWh Billing Rate</p> <p><b>Or</b></p> <p>[_____] \$/minute Billing Rate(5)</p>
<input checked="" type="checkbox"/> Pay Per Use(2)(4)	<p>Billing Rate: The Loop Network will charge Drivers either a per-use kilowatt-hour billing rate (“\$/kWh Billing Rate”), or when applicable a per minute billing rate (“\$/minute Billing Rate”), based on the billing rate selected in the right column by or configured through CMS.</p> <p>Revenue Share: Loop shall retain ten per cent (10.0%) of any amount collected from Drivers.</p> <p>Monthly Network Fee: Two dollars (\$2.00) per charging port payable to Loop by Customer(6).</p> <p>Activation Fee: Loop will charge an Activation Fee of \$2 per charging session, billed directly to the Driver upon session activation. The Activation Fee is subject to change at the sole discretion of Loop.</p> <p>Comments: Total charging session has 4 hour limit. First 4 hours from first connected to charging station bill at \$0.37/kWh. After the first four hours and EV is still connected to EVSE, a 10 minute grace period is given until parking fees incur at \$0.20/minute \$48 max parking fee (penalty).</p>	<p>[\$0.37] \$/kWh Billing Rate <b>Minimum value is \$0.15/kWh</b></p> <p><b>Or</b></p> <p>[_____] \$/minute Billing Rate(5) <b>Minimum value is \$0.03/minute for L2s</b></p>

(1) 15% discount when 1 year is prepaid. 20% discount if two years are prepaid. 25% discount if three years are prepaid.

(2) Only available for customers offering EV charging on a commercial basis to drivers.

(3) 20% discount if 5 years prepaid.

(4) Not available for Infinity Flash Product (DCFC).

(5) Time Based Billing in jurisdictions where it is required.

(6) “Charging Port” means a charging port on each unit of EVSE that supplies charging power to an EV. For clarity, an EVSE unit can have more than one Charging Port, but each Charging Port may provide power to charge only one EV at a time.

#### LOOP INTERNET CONNECTION / CUSTOMER INTERNET CONNECTION

Please indicate whether Customer intends to connect the EVSE to the Loop Network using a Loop provided internet connection or via Customer’s existing internet connection (by placing a checkmark or X in the box below next to the chosen network).

Loop Internet Connection	<input checked="" type="checkbox"/>
Customer’s Existing Internet Connection	<input type="checkbox"/>

If the EVSE is not connected using a Loop provided internet connection, **Loop will have no remote support capabilities** and cannot assist with connectivity issues remotely. By selecting the Customer's existing internet connection option, the Customer acknowledges full responsibility for all connectivity issues and agrees that Loop is not liable for any resulting financial losses, revenue impacts, reprogramming costs, equipment maintenance, or replacement, or any additional issues arising from or causing connectivity disruptions with the Loop Network. This includes, but is not limited to, challenges due to router configurations, password updates, system reboots, or network speed reductions or limitations.

## **II. LOOP NETWORK ACCESS TERMS & CONDITIONS**

Acceptance of the Loop Network Access Terms and Conditions (these "Terms") is required to connect Customer's EVSE to the Loop Network and for Customer to access the Loop Network portal. If the individual entering into these Terms is doing so on behalf of a company or other legal entity, such individual represents that he/she/they have the authority to bind such entity to these Terms, in which case the term "Customer" will refer to such entity. If the individual does not have such authority, or if such individual does not agree with these Terms, such individual must not accept these Terms and may not use the Services. Any employee of a Customer granted access to the Loop Network by virtue of employment at Customer shall be deemed to have accepted these Terms. Loop reserves the right to change or modify these Terms and its Charger Network Plans and pricing at any time and at its sole discretion. If Loop does so, Loop will notify Customer, in an email notification or through other reasonable means, and state upon which date the changes take effect. Customer's continued use of the Loop Network after any such changes or modifications become effective constitutes acceptance of such changes or modifications. Customer's continued use of the Loop Network after Customer's LNAA has expired constitutes acceptance of the then current Terms. Any Customer who uses the Loop Network but fails to sign an initial LNAA and/or otherwise provide written acceptance of these Terms shall constitute acceptance of these Terms, provided that such use starts and/or continues after Customer has been presented with these Terms in written format.

**1.0 CERTAIN DEFINITIONS.** Capitalized terms used herein shall have the meanings set forth below or as otherwise defined in these Terms.

1.1 "Charger" means a device with one or more Charging Ports (as defined in the LNAA) and Connectors for charging EVs.

1.2 "Connector" means a device that attaches an EV to a Charging Port in order to transfer electricity.

1.3 "Commissioned" means, with respect to a EVSE, that such EVSE have been activated on the Loop Network or made operational by Loop, a Loop Network Partner and/or a certified Installer.

1.4 "Customer Data" means all data, information, content, and/or other materials supplied by or collected from Customer, if any. For clarity, Customer Data does not include Driver Data or Loop Network Data.

1.5 "Drivers" means the EV drivers who use the EVSE and the Loop Network to charge their vehicles.

1.6 "Driver Data" means all data, information, content or other materials supplied by or collected from Drivers, including through Drivers' use and access of the Loop Network.

1.7 "EV" means electric motor vehicle that is either partially or fully powered on electric power received from an external power source.

1.8 "EVSE" means either the Loop EVSE or such other EV Charger, including electric vehicle charging station(s), transformer upgrade, service wire, conduit and other secondary materials installed at the Site, in each case which is intended by the parties to use the Loop Network.

1.9 "Installer" means the applicable third party licensed electrical contractor selected by Customer to install the EVSE.

1.10 “Loop CMS” means Loop’s web-based EV Charger management software network platform for management of the Loop Network including any Customer-specific dashboard made available thereon.

1.11 “Loop EVSE” means Loop’s level 2 or level 3 DC fast Chargers purchased by Customer from a Loop authorized reseller or distributor of such equipment.

1.12 “Loop Network Data” means all data, information, content, and/or other materials supplied by, generated by, and/or collected from the Loop Network.

1.13 “Loop Network” means Loop’s proprietary EV Charger management software network and Loop CMS and mobile application (the “Loop App”) for controlling access to and operation of the EVSE.

1.14 “Loop Network Access Start Date” means for each Site the later of (a) the date that the EVSE for such Site are Commissioned or (b) the Effective Date.

1.15 “Site” means the address whereby EVSE connected to the Loop Network are located.

## **2.0 TERM**

2.1 Unless terminated earlier in accordance with this Agreement, the term of this LNAA shall commence upon the Effective Date and continue for an initial period of three (3) years, except for DCFC Charger Network Plans which shall continue for an initial period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term, this LNAA shall automatically renew for successive three (3) year or five (5) year periods (each, a “Renewal Term”), respectively, unless either Party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the then current term; provided that if the Loop EVSE Digital Advertising Addendum applies, then either Party must provide written notice of non-renewal to the other Party at least one hundred and eighty (180) days prior to the end of the then-current term.

## **3.0 LOOP NETWORK.**

3.1 Provision of Loop Network. Subject to the terms and conditions of the LNAA, starting on the Effective Date and continuing through the remainder of the Term, Loop will make the Loop Network available to Customer and remotely oversee and manage Driver access, billing, and fee collection activities for the EVSE (collectively, the “Services”). The Services pertain to the access and use of the Loop Network only. The Services do not include or entail any requirements imposed by state or local regulations pertaining to, or governing the business of, owning and/or operating electric vehicle charger hardware or charging stations.

3.2 Billing: The charging rates are solely determined by Customer, provided that Customer provides said rates to Loop on the Charger Commissioning Form or inputs them directly into Customer’s Loop Network Portal. If Customer fails to set a billing rate prior to commissioning and/or fails to maintain an active billing rate in Customer’s account via Customer’s Loop Network Portal, Loop, in its sole discretion, may opt to set the billing rate using a national average or another reasonable means of calculation. Loop shall have no liability to Customer for any losses that Customer may incur because of any billing rate set by Customer or, if Customer fails to set or maintain an active billing rate, for the use of a national average or other reasonable means of calculation. During the Initial Term or during any Renewal Term, the Network Plan may not be changed by Customer. A Customer that desires to change Network Plans for any Renewal Term shall notify Loop in writing at least ninety (90) days prior to the expiration of the then current Initial Term or Renewal Term. Any Customer who uses or continues to use the Loop Network but (a) fails to sign an initial LNAA, (b) fails to choose a Charger Network Plan, (c) or fails to renew its LNAA and also fails to provide Loop with accurate and/or updated banking information shall automatically be enrolled in the Pay Per Use plan, with Loop collecting one hundred percent (100%) of charger revenue. Any Customer who uses or continues to use the Loop Network but who fails to do either (a), (b), or (c) above but does provide accurate and/or updated banking information may be enrolled in the Hybrid plan, or such other Charger Network Plan that Loop designates from time to time for this situation, with Loop remitting revenue to Customer in accordance with said plan. A Customer may change the Billing Rate at any time during the Initial Term or a Renewal Term via Customer’s Loop Network Portal. For Hybrid and Pay Per Use Charger Network Plans the minimum \$/kWh shall be \$0.15.

3.3 Restrictions on Use of Loop Network. Except as expressly permitted hereunder, Customer (a) will not and will not permit or authorize any third party to: (i) copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Loop Network; (ii) modify, translate or create derivative works based on any of the Loop Network; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Loop Network; (iv) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Loop Network or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) remove or obscure any proprietary notices or labels of Loop Network; and (b) will use the Loop Network only in accordance with applicable laws and regulations and the terms of the LNAA, and, with respect to the Loop App, the Loop App terms of service.

#### Data Usage.

3.4 Driver Data; Loop Network Data. In the provision of Services, Loop may have access to certain Driver Data, including personal data as defined under applicable laws and regulations (“Personal Data”) of the Drivers. Driver Data shall only be owned by Loop, in accordance with various federal and state privacy laws, including the California Consumer Privacy Act and may be used by Loop in accordance with its Privacy Policy and applicable laws and regulations. If Customer also independently collects Driver Data that includes Personal Data the Customer shall collect, process, and retain, and use only such Personal Data as is strictly necessary to provide charging services to drivers and shall further act accordance with all applicable federal and state laws, including any requirements associated with the National Electric Vehicle Infrastructure Formula Program (“NEVI”). Loop Network Data shall only be owned by Loop.

3.5 Customer Data. Customer may from time to time provide certain Customer Data to Loop. Between Loop and Customer, Customer shall retain ownership of all Customer Data, and shall collect, process, and share Customer Data in accordance with applicable laws and regulations. Customer hereby grants Loop a non-exclusive, royalty-free, fully paid worldwide license (with the right to sublicense) to access, use, reproduce and create derivative works of the Customer Data, to provide the Services including any development, diagnostic, and/or corrective purposes, and to fulfill any other Loop obligations under the LNAA; provided that any disclosure of Customer Data shall be solely in aggregate or other de-identified form such that the identity of Customer cannot be determined by such third parties.

3.6 Loop and Customer shall maintain information security programs materially in accordance with industry standards designed to ensure the security and integrity of any Personal Data accessed, processed, or stored by either party.

### **4.0 LOOP EVSE USAGE**

4.1 EVSE Warranty. The Loop EVSE is subject to the Limited Warranty as set forth in the warranty documents provided to Customer. Except for said Limited Warranty, Loop shall not be responsible or liable for any additional warranties relating to Loop EVSE, including any such additional warranties that may be set forth in Customer’s agreement with either Installer or the applicable distributor or reseller from whom Customer purchased the Loop EVSE. For the avoidance of doubt, the Limited Warranty does not include any on-site labor.

4.2 Installation; Maintenance; Repairs; Labor. Customer is responsible for the proper installation and maintenance of the Loop EVSE, including the un-installing of any defective Loop EVSE, shipping, and the installation of the repaired or replacement Loop EVSE returned to Customer. Any service or repairs beyond the scope of the Limited Warranty may be performed, upon Customer’s approval, at Loop’s then prevailing labor rates and other applicable charges. Any Loop EVSE that is found by Loop to be out of the Limited Warranty or otherwise ineligible for the Limited Warranty service will be returned. Or it may be repaired or replaced upon Customer’s approval at Loop’s standard charges at Customer’s expense.

### **5.0 CUSTOMER RESPONSIBILITIES**

5.1 Responsibility for Site Implementation: The Customer, including their contractor(s), site host(s), or any third-party representatives, is responsible for implementing Loop’s site design recommendations, if requested or provided, including, but not limited to, the installation and configuration of networking components (e.g., routers, access points, antennas). The Customer must ensure their contractor(s), or any recommended contractor(s)

follows Loop's site design recommendations in full. Loop disclaims any liability for performance issues, suboptimal functionality, or non-operation of the installed equipment resulting from deviations, inadequate site preparation, or failure to adhere to these recommendations. Additionally, Loop shall have no liability to Customer for site designs that were not provided by Loop.

5.2 Access to Site; Site Conditions. In the event that Loop's presence at the site is requested by Customer to provide site design consulting services and/or to observe an installation, the Customer grants Loop and its subcontractors reasonable access to the Site to support commissioning, activation, ongoing operation, and support of the Loop EVSE equipment and associated services. The Customer shall maintain the Site, including the portion of the Site where the EVSE is installed, in a clean, safe, and orderly condition, free from hazards. The Customer must promptly notify Loop of any vandalism, malfunction, or suspected malfunction of the EVSE or the Loop Network in order for Loop to provide the Services. The Customer agrees not to remove, replace, move, or otherwise alter any EVSE equipment or other hardware installed by Loop, its contractors, or subcontractors without prior written consent from Loop. Any such unauthorized actions may void warranties, disrupt operations, or result in additional fees.

5.3 Utility and Data Connectivity. The Customer is responsible for all electricity costs associated with the EVSE at the Site and must maintain good standing with its electric utility provider throughout the term of the LNAA. The Customer shall provide at least 72 hours' notice to Loop of any planned electricity interruption at the Site. Loop is not liable for any interruption, discontinuance, or quality issues related with access to the Loop Network resulting from the foregoing. Furthermore, if Customer elects to connect an existing or new EVSE to Customer's existing Internet network, Customer is solely responsible for arranging Internet connections as necessary to operate the EVSE, and will bear all costs for any such connections or other communication services necessary for the operation of the EVSE.

5.4 Non-Loop EVSE Usage. Customer acknowledges that if it uses non-Loop EVSE to connect to the Loop Network, Customer is solely liable for any use of such non-Loop EVSE. Loop shall have no liability for any interruptions, outages, errors, or other issues caused by any non-Loop EVSE or any damages, losses, costs or expenses incurred by Customer in connection therewith. Furthermore, if Customer accepts funding either directly or indirectly from NEVI and connects the Loop Network to a non-Loop EVSE, then Customer shall be responsible for ensuring that such non-Loop EVSE complies with NEVI standards and requirements.

5.5 Correct Bank Information. Customer shall be responsible for keeping their bank information current and correct with Loop. Loop uses Customer's bank information to remit funds to Customer for energy usage and/or for billing and collection of software subscription fees. If Customer fails to keep its bank information current, such that Loop cannot collect software subscription fees and/or remit customer revenues then Loop will move Customer to a Pay Per Use Charger Network Plan, if not already on said plan (see Section 3.2) and Loop shall not be required to disburse Customer revenue per Section 6.2. Any manual disbursement of funds from Loop to Customer may result in a \$25 fee per manual disbursement.

5.6 Sales Tax Compliance. Customer shall be responsible for remitting any collected sales tax it may receive as part of quarterly Customer Revenue to appropriate state and/or local authorities.

5.7 Business Compliance. It is Customer's responsibility to comply with all state, county and/or local laws and regulations related and/or pertaining to the ownership of electric vehicle charging stations, including, where applicable, compliance with business permits and weights and measures regulations.

## **6.0 LOOP NETWORK PLANS; FEES; PAYMENT TERMS.**

6.1 Loop Network Plans. Loop will configure and operate the Loop Network at the Site in accordance with the applicable Network Type and Network Plan and other options selected by Customer pursuant to the applicable Loop Charger Commissioning Form. If Customer does not make any selection on the applicable form by the Loop Network Access Start Date, Loop may provide the Loop Network pursuant to the terms and conditions in Section 3.2 above. Loop reserves the right, in its sole discretion, to modify the available Network Plans and related options at any time. Loop will notify Customer, in an email notification or through other reasonable means, and state upon which date the changes take effect. If a Network Plan or other option selected by Customer is no longer available, Customer shall select a new Network Plan or other option within thirty (30) days prior to the commencement of the next Renewal Term. If Customer fails to do so, Loop may continue to provide the Services pursuant to the terms of Section 3.2 above.

6.2 Fees; Payment Terms. Each calendar quarter, Loop will bill, collect and disburse all Customer Revenues for the previous quarter to Customer. Revenue Share due by Customer to Loop (collectively “Loop Fees”) for the associated Charger Network Plan will be automatically deducted from the Customer Revenues payable to Customer; provided, however that if the amount of Customer Revenues is not sufficient to cover the Loop Fees due and/or if Customer owes any Network Charger Plan subscription fees to Loop, then Loop will automatically bill Customer for the balance of applicable Loop Fees due using the banking information provided by Customer. If Customer fails to maintain accurate banking information with Loop, Loop shall enroll and bill the Customer per Section 3.2. Monthly Fee will be invoiced directly to the Customer with net 60 payment terms.

6.3 Net of Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated, including withholding taxes, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Each Party will be solely responsible for payment of any Taxes, except for those taxes based on the income of the other Party.

6.4 Abandoned Revenues. If Loop is unable to disburse Customer Revenues or any other amounts Loop owes to Customer due to Customer’s failure to provide or maintain accurate contact and/or payment account information, or due to any other Customer action or inaction, Loop will consider such Customer Revenues abandoned and either retain such Customer Revenues for its own account or escheat them in accordance with applicable state law.

## **7.0 CONFIDENTIALITY.**

7.1 Definition of Confidential Information. As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, any and all information provided by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) or otherwise accessed by the Receiving Party either directly or indirectly, whether in graphic, written, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential regardless of whether it is in tangible form. “Confidential Information” will not include any information that Receiving Party can document (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party) generally available to the public, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without restriction, or (d) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information.

7.2 Use and Disclosure of Confidential Information. The Disclosing Party’s Confidential Information constitutes valuable trade secrets and proprietary information of the Disclosing Party. Each Receiving Party will (a) hold the Disclosing Party’s Confidential Information in strict confidence and take reasonable measures to protect the confidentiality of the Disclosing Party’s Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), and (b) use the Confidential Information of the Disclosing Party solely in accordance with the provisions of the LNAA; provided that each Receiving Party may disclose the Disclosing Party’s Confidential Information (i) to the Receiving Party’s employees, officers, directors, consultants, and contractors who have a need to know and are legally bound by written Agreements imposing confidentiality and nonuse obligations with respect to such Confidential Information no less restrictive than those set forth in this Section 7, or (ii) as reasonably deemed by the Receiving Party to be required by law (in which case such Receiving Party will provide the Disclosing Party with prior written notification thereof, will provide such the Disclosing Party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure, each to the extent permitted by applicable law). In the event of actual or threatened breach of the provisions of this Section 7, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Receiving Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the LNAA.

## **8.0 PROPRIETARY RIGHTS.**

8.1 EVSE. As between Loop and Customer, Customer owns the EVSE and any Customer-installed wiring connected to the EVSE. If Customer purchased Loop EVSE, Customer may use such Loop EVSE after termination of the LNAA with a third-party provider, at its sole discretion; provided, however that Customer is responsible, at its sole cost, for removing all Loop signage related to the Loop Network. If Customer uses any Loop EVSE after termination of the LNAA with a third-party provider, then Customer will be solely responsible for compliance with NEVI standards and requirements, if applicable.

8.2 Intellectual Property: Loop Network Ownership. Loop exclusively owns and retains all rights, title and interest in any and all of its respective Technology and Confidential Information, and all Intellectual Property Rights therein (both preexisting and newly developed), including any enhancements and improvements developed, created or otherwise made thereto, including, but not limited to the Loop Network, Loop EVSE, and the Loop mobile app. “**Technology**” means any products, services, works of authorship, know-how, information that may be considered trade secret, inventions, research, development, business activities, proprietary methodologies, tools, models, software (including underlying code), algorithms, architecture, implementations, prototypes, designs, proprietary information or data, documentation, or other items of tangible or intangible property. Loop shall own and retain all rights to all Technology, Confidential Information and work product generated, created, made, or otherwise resulting from this Agreement, together with any and all Intellectual Property Rights therein (collectively, “Output IP”).

8.3 Feedback. Customer may from time to time provide Loop with suggestions or comments for enhancements or improvements, new features or functionality or other feedback (“Feedback”) with respect to the Loop Network or Services. Loop will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Loop will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

## **9.0 OTHER REPRESENTATIONS, WARRANTIES, AND DISCLAIMER.**

### **9.1 Representations and Warranties.**

9.1.1 Each Party represents and warrants to the other party that (i) such Party has the required power and authority to enter into the LNAA and to perform its obligations hereunder; (ii) the execution of the LNAA and/or LNAA to these Terms and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (iii) and the LNAA constitutes a legal, valid and binding obligation when signed by both Parties and/or when these Terms are agreed to by Customer.

9.1.2 Customer further represents and warrants that it is the owner of the Site or has the right or express written authority to permit the installation of the EVSE and operation of the Loop Network at the Site.

9.1.3 Each party covenants to comply with all applicable laws and regulations in its performance of obligations under the LNAA.

9.2 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SECTION 9.1 AND, IF CUSTOMER PURCHASES LOOP EVSE WITH AN ACCOMPANYING WARRANTY, THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES SET FORTH IN THE AGREEMENTS BETWEEN CUSTOMER AND EITHER INSTALLER OR A DISTRIBUTOR OR RESELLER FROM WHOM CUSTOMER PURCHASED THE LOOP EVSE. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SECTION 9.1, THE LOOP NETWORK AND SERVICES ARE PROVIDED “AS-IS” AND LOOP DOES NOT WARRANT THAT THE LOOP NETWORK WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LOOP NETWORK OR SERVICES. FURTHER, IF CUSTOMER ELECTS TO CONNECT EVSE TO CUSTOMER’S EXISTING INTERNET NETWORK, CUSTOMER AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONNECTIVITY ISSUES AND LOOP SHALL NOT BE RESPONSIBLE FOR ANY FINANCIAL LOSSES, REVENUE DEDUCTIONS, REPROGRAMMING COSTS, EQUIPMENT MAINTENANCE OR REPLACEMENT, OR ANY OTHER ISSUES RESULTING FROM OR LEADING TO CONNECTIVITY PROBLEMS WITH THE LOOP NETWORK, INCLUDING BUT NOT LIMITED TO ROUTER COMPLICATIONS, PASSWORD CHANGES, SYSTEM REBOOTS, OR CONNECTION SPEED REDUCTIONS OR LIMITATIONS.

## **10.0 INDEMNIFICATION.**

10.1 Indemnification by Loop. Loop will indemnify, defend and hold harmless Customer against any losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (collective,



“Damages”) incurred by Customer in connection with any claim, demand, suit, or proceeding (“Claim”) made or brought against Customer by a third party (a) alleging that the use of the Loop Network as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret or (b) arising out of any violation of applicable laws and regulations by Loop, and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Loop) in connection with any such Claim. If the Loop Network has become, or in Loop’s opinion is likely to become, the subject of any claim of infringement, Loop may at its sole option and expense (i) procure for Customer the right to continue using or the Loop Network as set forth hereunder; (ii) replace or modify the Loop Network to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the LNAA. Notwithstanding the foregoing, Loop will have no obligation under this Section or otherwise with respect to any infringement claim based upon (A) any unauthorized use of the Loop Network or any breach the LNAA (or the terms of service for the Loop App) by Customer, (B) any use of the Loop Network in combination with other products, equipment, or software not provided by Loop, to the extent such claim would not have arisen absent such combination, or (C) any activity after Loop has provided Customer with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Loop Network (clauses (A) through (C), “Excluded Claims”). This Section 0 states Loop’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

10.2 Indemnification by Customer. Customer will indemnify, defend and hold harmless Loop against any Damages incurred by Loop in connection with any Claim made or brought against Loop by a third party arising out of (a) the Excluded Claims, (b) any misuse or improper maintenance of the EVSE, (c) Customer’s operation of a charging station and Chargers at the Site (other than Claims subject to indemnification by Loop under Section 10.1), including any personal injury (including death) or injury to property caused to persons due to conditions of the Site, or (d) any violation of applicable laws and regulations by Customer.

10.3 Procedure. The indemnified party shall (a) give written notice to the indemnifying party promptly after learning of any third party Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligations to the extent it is materially prejudiced by such failure), (b) tender the defense and settlement of such Claim to the indemnifying party (provided that the indemnifying party may not settle any Claim without the indemnified party’s prior written consent, not to be unreasonable withheld), and (c) provide the indemnifying party with reasonable assistance, at the indemnifying party’s reasonable expense, in connection with the defense and settlement of such Claim.

## **11.0 LIMITATIONS OF LIABILITY.**

11.1 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THE LNAA, EXCEPT FOR LIABILITY ARISING EITHER PARTY’S OBLIGATIONS UNDER SECTION 10.0, IN NO EVENT WILL EITHER PARTY AND ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF; OR (B) AGGREGATE DAMAGES IN EXCESS OF THE CUSTOMER REVENUES PAID BY LOOP TO CUSTOMER UNDER THE LNAA DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.

11.2 Independent Allocations of Risk. EACH PROVISION OF THE LNAA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE LNAA BETWEEN THE PARTIES. EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **12.0 TERMINATION.**

12.1 Term. The LNAA shall commence upon Acceptance Date and continue until expiration, unless earlier terminated pursuant to Section 12.2.

12.2 Termination for Cause. In addition to any other remedies it may have, either Party may terminate the LNAA issued hereunder if the other Party materially breaches any of the terms or conditions of the LNAA and fails to cure such breach within thirty (30) days after receiving written notice.

12.3 Termination without Cause. Customer may terminate this Agreement upon 30 days' written notice to Loop's General Counsel.

12.4 Effect of Expiration or Termination. Upon expiration or termination of the LNAA, (a) all rights granted hereunder and all obligations of Loop to provide the Loop Network will immediately terminate, (b) Customer will immediately cease use of the Loop Network; and (c) each party will return or destroy all copies or other embodiments of the other party's Confidential Information, except that each party may retain one legal archival copy of such Confidential Information for records keeping purpose. Sections 3.3, 3.4, 3.5, 3.6, 4.1, 4.2, 5.2, 5.3, 5.7, 5.8, 6.4, 7.1, 7.2, 10.1, 10.2, 10.3, 11.1, 13.2, 13.3, 13.6, and 13.8 will survive expiration or termination of the LNAA.

### **13.0 GENERAL.**

13.1 Assignment. Neither the LNAA nor any right or obligation hereunder may be assigned by Customer without the prior written consent of Loop; provided, however that Customer may, upon written notice to Loop, assign the LNAA in connection with a sale or transfer of the applicable Site at which Services are provided. Any purported transfer or assignment in contravention of the foregoing will be void. Loop may assign this Agreement without prior Customer approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all of its assets provided that advance notice is given to the Customer. Assignment on any other grounds must be approved by the Customer. Subject to the foregoing, the LNAA shall be binding upon and inure to the benefit of the successors and assigns of the parties.

13.2 Governing Law/Jurisdiction/Attorneys' Fees. The LNAA shall be governed by and construed under the laws of the State of California and the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or federal courts of San Bernardino County, California and the Parties consent to the jurisdiction of such courts. Each Party shall bear their own attorneys' fees regardless of the outcome of a dispute between the Parties and any determination of prevailing party status.

13.3 Notice. Any notice, demand, consent or request for consent under the LNAA must be written and sent to the Parties at the addresses specified in the applicable LNAA (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand delivery. Notices will be effective (a) if personally served, when served, (b) if by electronic mail, when received at the proper address and confirmed by reply of the recipient, (c) if by facsimile machine when received at the proper address and number, or (d) if mailed, on the fifth (5th) business day after deposit in the mail with air mail postage, prepaid and properly addressed.

13.4 Entire Agreement. The LNAA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties regarding the same. In the event of a conflict between the terms of this LNAA and any other agreement between the Parties, the terms of this LNAA shall govern solely with respect to the products or services set forth in herein.

13.5 Severability. If any provision of the LNAA is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the LNAA shall otherwise remain in full force and effect and enforceable.

13.6 Relationship Between Parties. No agency, partnership, joint venture, or employment is created as a result of the LNAA and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

13.7 No Third-Party Beneficiaries. Nothing contained in the LNAA is intended to, or will be construed to, confer upon any third parties any rights or benefits of any kind, and no such third parties will be deemed a third-party beneficiary under the LNAA.

13.8 Remedies. Termination of the LNAA shall not be an exclusive remedy for breach of the LNAA and, whether or not termination is affected, all other remedies will remain available, except where otherwise specified in the LNAA.

13.9 Force Majeure. Without limiting anything herein, neither Party shall have any liability for any failure or delay in the performance of its obligations under the LNAA arising out of or caused by any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, war, pandemics, epidemics, earthquake, fire or other natural disasters or acts of God, labor conditions and power (each, a “Force Majeure Event”).

13.10 Interpretation. The headings and captions used in the LNAA are used for convenience only and are not to be considered in construing or interpreting the LNAA. All uses in the LNAA of “including” and similar terms will be interpreted to mean “including without limitation.”

13.11 Loop shall maintain the insurance policies identified in Exhibit A to this Agreement throughout the Term of this Agreement.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signatures on the Following Page]

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SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD  
Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

LOOP GLOBAL INC.  
\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Esther M. Santos  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Vice President / Head of Sales  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Daniel Pasek Deputy County Counsel	► Jennifer Costa Chief of Facilities Management	► Don Day Director, PFMD
Date _____	Date _____	Date _____