

Product code interpretation

Kempower Power Unit consists of Power Cabinet and Power Modules.

C502•C•D6•L•V4•C0

Kempower Power Cabinet C500 double • stainless steel enclosure • up to 6 dynamic outputs • ETL certification • Version 4 • unbranded

Item	Code	Description
Product type	C501	Kempower Power Cabinet C500 single ^A (four Power Module slots)
	C502	Kempower Power Cabinet C500 double ^A (eight Power Module slots)
	C503	Kempower Power Cabinet C500 triple ^A (twelve Power Module slots)
Options	C	Stainless steel enclosure frame
	G	Cabinet door switch
Power distribution modules	D4	Up to 4 adaptive dynamic outputs 150–1000 VDC
	D6	Up to 6 adaptive dynamic outputs 150–1000 VDC
	D8	Up to 8 non-adaptive dynamic outputs 150–500 VDC ^B
	D9	Up to 9 adaptive dynamic outputs 150–1000 VDC ^C
	D12	Up to 12 non-adaptive dynamic outputs 150–500 VDC ^C
Certification	BL	Buy America (BABA) compliant, North American version
	L	North American version (ETL-approved product meeting UL and CSA requirements)
Product version	V4	Version 4
Branding options	C0	Unbranded: Solid color RAL7047
	Cn	Branded: number (n) indicates branding, e.g. C8. ^D

^AThe rated current of a single charging output terminal using a power distribution module is limited to 200 A.

^BPower curve according to Figure 1.

^CAvailable with 600 kW units. Max. 400 A per charging output. ETL approval pending.

^DBranding according to Kempower Customer Branding Guidelines.

PM550LV2

Power Module Version 2 for Kempower Power Unit C500

PM550BLV2

Power Module Version 2 for Kempower Power Unit C500, BABA compliant

Item	Code	Description
Product type	PM550LV2	ETL-approved product meeting UL and CSA requirements
	PM550BLV2	ETL-approved product, Buy America (BABA) compliant

Supported parallel Power Unit configurations

Total power	Power Cabinets	Number of Power Modules	Maximum output available to a vehicle connector ^A
700 kW	2 x C502	14	800 A
800 kW	2 x C502	16	800 A
900 kW	2 x C503	18	1200 A
1000 kW	2 x C503	20	1200 A
1100 kW	2 x C503	22	1200 A
1200 kW	2 x C503	24	1200 A

^ABoth Power Units must be connected to the dispenser.

Note: Connecting Power Units in parallel requires an appropriate charger firmware version.

General electrical specifications

Rated input voltage	480 VAC ±10%
AC power distribution system	3-phase, TN-S, TN-C, TN-C-S, TT
Rated input frequency	50/60 Hz ±5%
Overvoltage category	III (IEC 60664-1)
Main circuit breaker breaking capacity	65 kA
Power factor at full load	0.99
THDi, at rated input voltage	< 5% at full load
Output voltage	150...500 VDC without adaptive voltage 150...1000 VDC with adaptive voltage
Rated output power per Power Module	Maximum 50 kW Continuous 40 kW at 104 °F/+40 °C
Output power granularity	25 kW in boost operation
Efficiency at full load	Up to 96%
Standby power consumption	C501: max. 0.140 kW
	C502: max. 0.280 kW
	C503: max. 0.420 kW

Environmental specifications

Operating temperature	-22...131 °F/-30...+55 °C (derating above 104 °F/+40 °C)
Maximum operating altitude	6,562 ft./2000 m (derating above 6,562 ft./2000 m)
Audible noise level	< 65 dB average at 3.3 ft./1 m distance in 77 °F/+25 °C ambient temperature and full load
Storage and transport temperature range	-40...140 °F/-40...+60 °C
Ambient air humidity	5–95% relative humidity
Enclosure rating	NEMA 3R, IP54
Pollution degree	3
Enclosure corrosion class	C3

Connections and protocols

WiFi	2.4/5 GHz (802.11 b/g/n)
Cellular/GPS	LTE-FDD, LTE-TDD, WCDMA, GSM
Ethernet	RJ45, IEEE 802.3/802.3u
OCPP	1.6j/2.0.1
Connectivity	Kempower ChargEye solution
Modbus TCP/IP	RJ45, IEEE 802.3/802.3u Compatible with firmware version 3.0 and later

Electrical connections (between Power Unit and vehicle connectors)

DC power cable per vehicle connector (terminals 2 x 300 MCM/2 x 150 mm ² per pole)
Control power cable (24 VDC)
Communications cable (RJ45)

Electrical protections

Over/undervoltage
Surge protection
Short circuit protection (output)
Overload protection
Earth leakage current monitoring
Device overtemperature
Overcurrent (input and output)

Power performance

AC supply current for each cabinet is calculated based on the number of Power Modules to be installed into each cabinet now or in the future.

Number of Power Modules in cabinet	Charging power	Input current per supply cable at 480 V	Charging power	Input current per supply cable at 480 V
	Boost operation		Continuous operation	
1	50 kW	64 A	40 kW	51 A
2	100 kW	128 A	80 kW	102 A
3	150 kW	192 A	120 kW	153 A
4	200 kW	256 A	160 kW	205 A

Figure 1. Power curve - boost operation

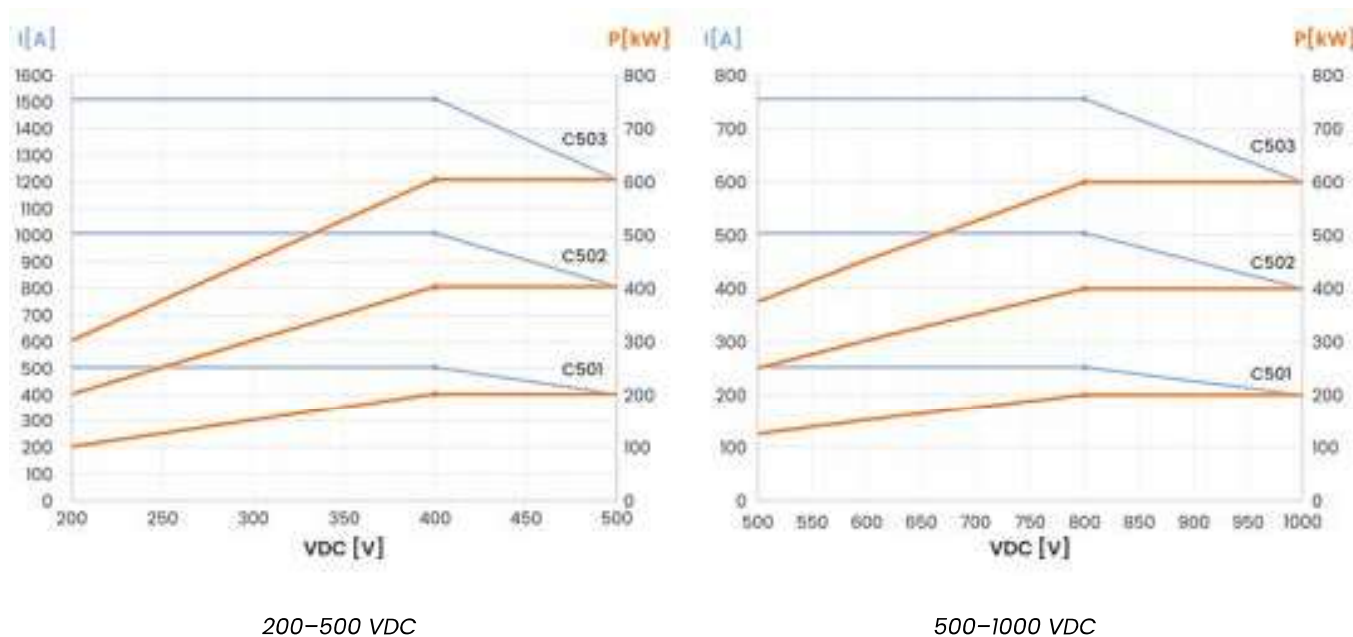
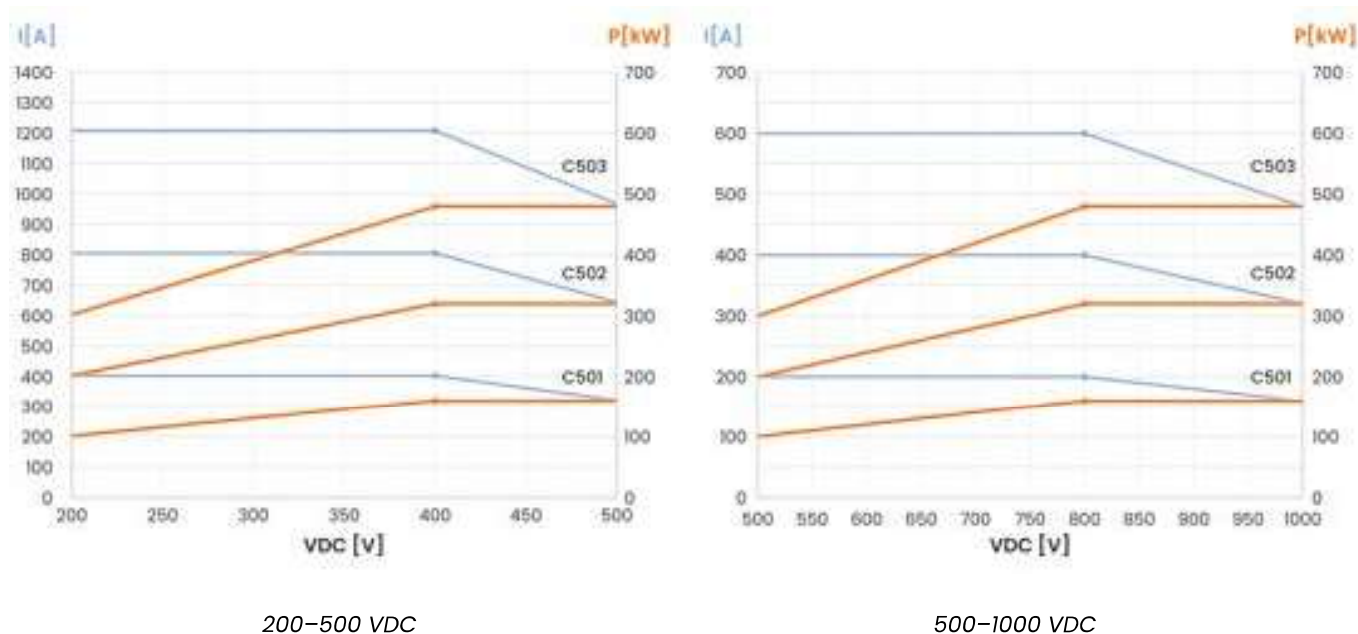


Figure 2. Power curve – continuous operation



Compliance to standards

IEC 61851-1, IEC 61851-21-2, IEC 61851-23, IEC 61851-24

UL 2202, UL 2231-2

CSA Std. c22.2 No. 281.2, CSA Std. c22.2 No. 107.1

FCC 47 CFR Part 15 Subpart B, Class A

Options

Customized branding	Branding options, such as custom colors and stickers Contact Kempower for availability, pricing, and minimum order quantity
Enclosure frame upgrade	Stainless steel enclosure frame for harsh environments. Meets corrosion class C4H/C5M as factory painted (according to ISO 12944-2).
Cabinet door switch	Switch in each cabinet door for stopping charging when the door is opened

Mechanical dimensions

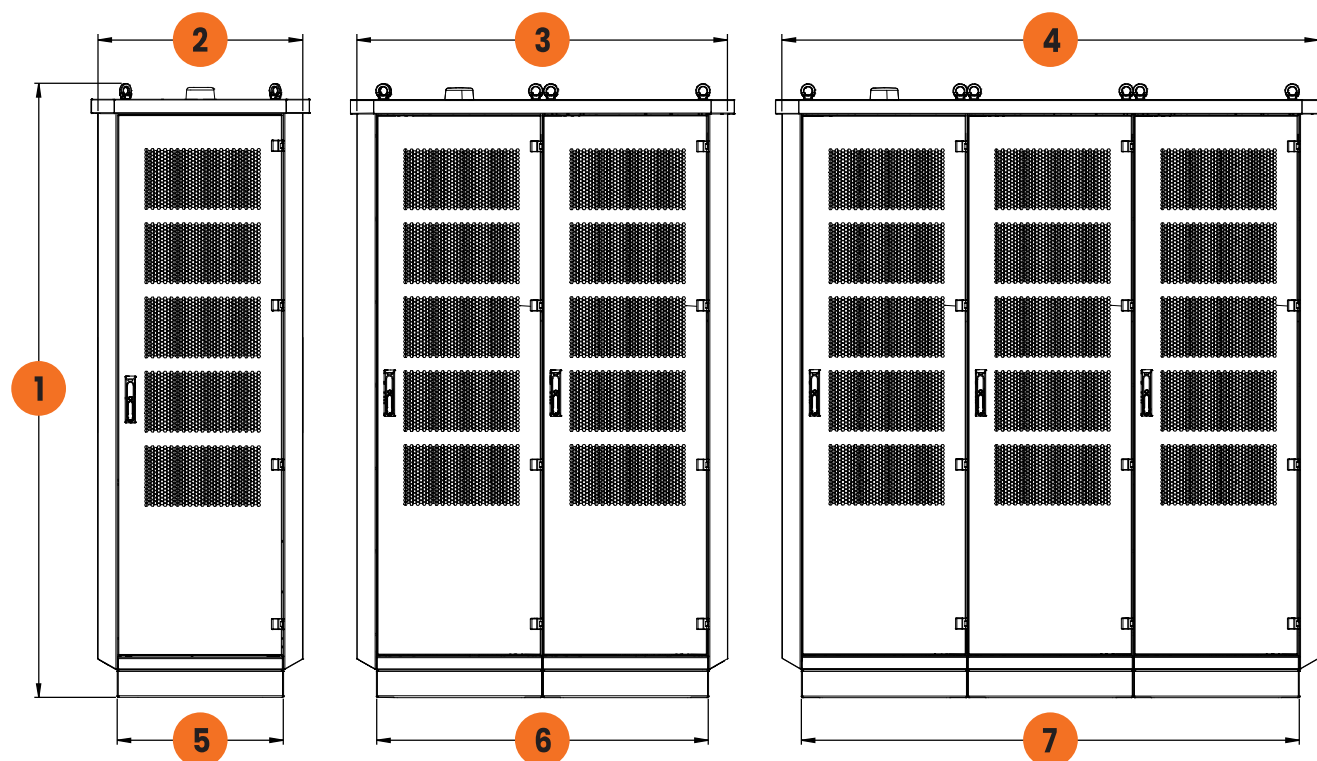
Size (W x H x D)

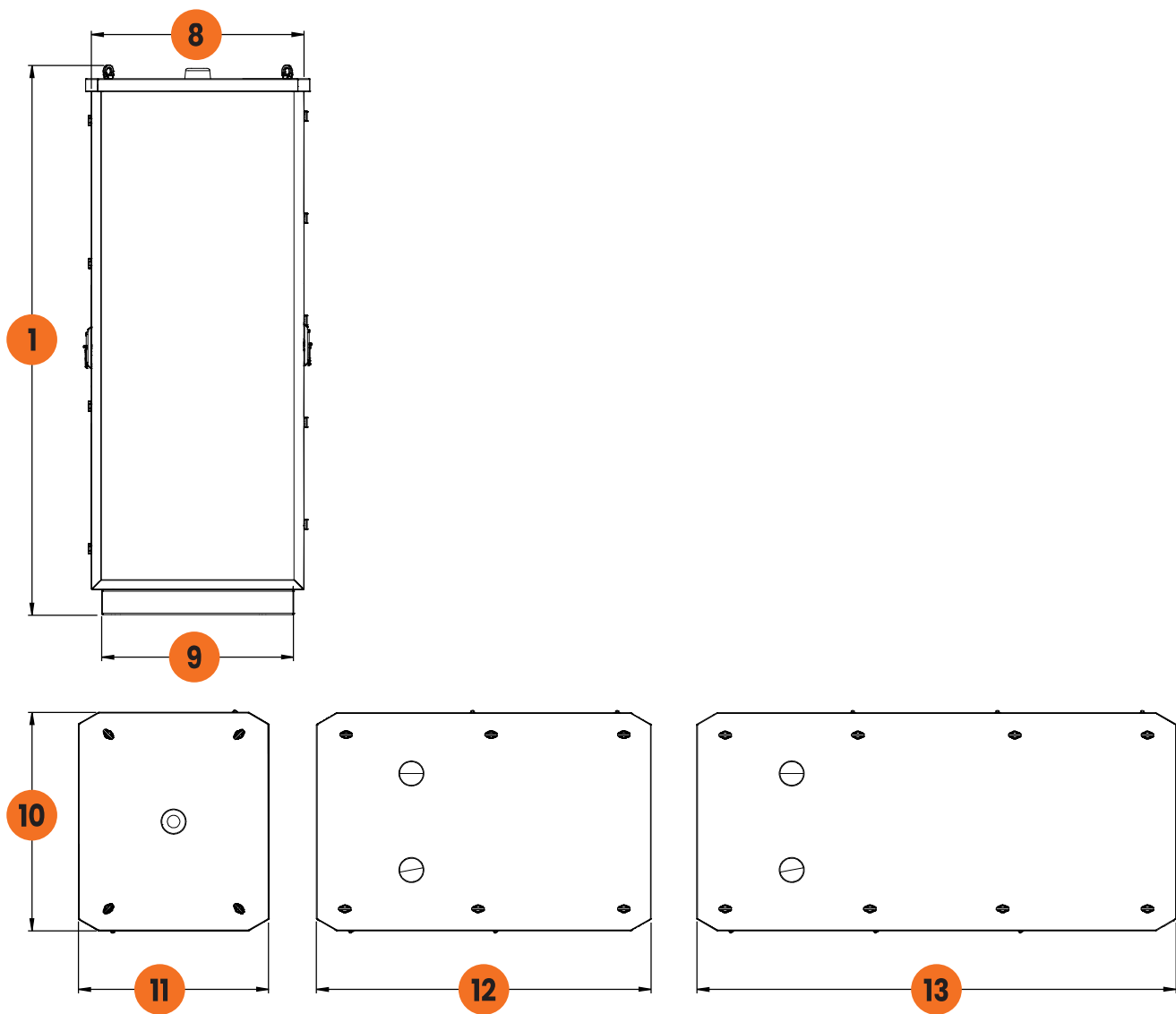
C501: 30.9 x 87.2 x 35.6 in./787 x 2215 x 904 mm

C502: 54.6 x 87.2 x 35.6 in./1387 x 2215 x 904 mm

C503: 78.2 x 87.2 x 35.6 in./1987 x 2215 x 904 mm

Product type	Number of Power Modules	Weight
C501	1	928 lb./421 kg
C501	2	1,016 lb./461 kg
C501	3	1,105 lb./501 kg
C501	4	1,193 lb./541 kg
C502	5	1,940 lb./880 kg
C502	6	2,028 lb./920 kg
C502	7	2,116 lb./960 kg
C502	8	2,205 lb./1000 kg
C503	9	2,945 lb./1336 kg
C503	10	3,034 lb./1376 kg
C503	11	3,122 lb./1416 kg
C503	12	3,210 lb./1456 kg



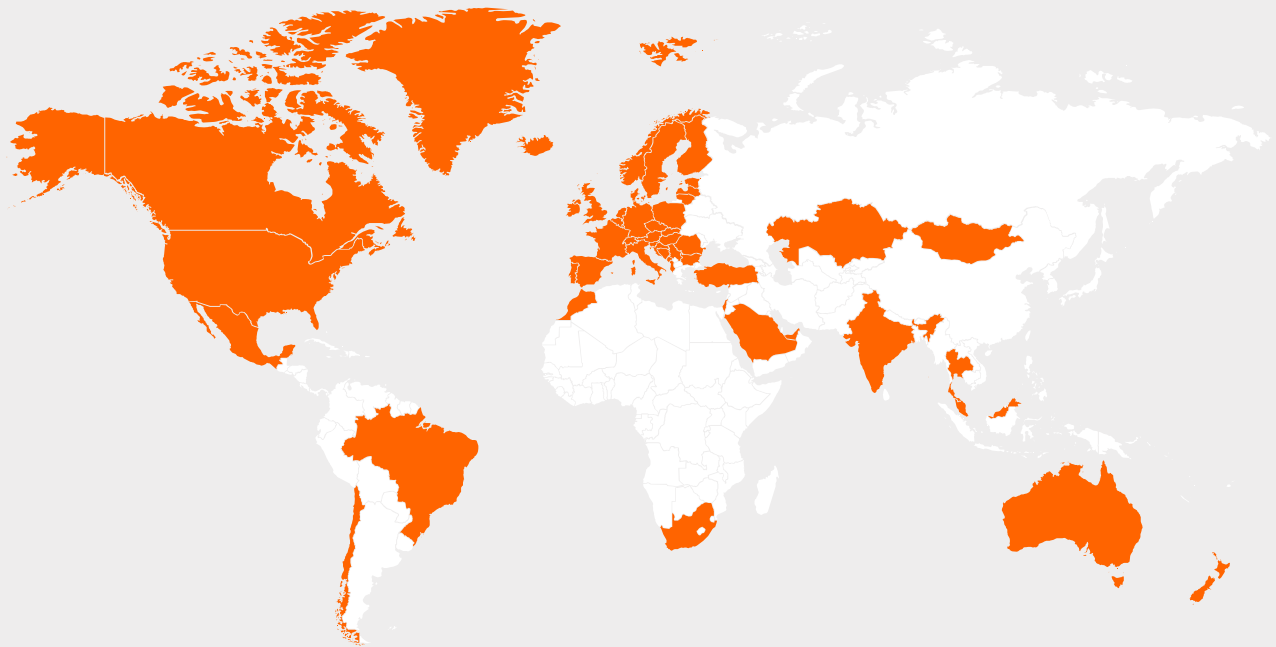


Measurements

1.	87.2 in./2215 mm	6.	47.2 in./1200 mm	11.	30.9 in./787 mm
2.	29.1 in./740 mm	7.	70.9 in./1800 mm	12.	54.6 in./1387 mm
3.	52.8 in./1340 mm	8.	33.7 in./857 mm	13.	78.2 in./1987 mm
4.	76.4 in./1940 mm	9.	30.5 in./775 mm		
5.	23.6 in./600 mm	10.	35.6 in./904 mm		

Note: Leave at minimum 23.6 in./600 mm free space between the back of the cabinet and a solid wall.

Note: Only Kempower approved partners who have completed the Kempower certification training are permitted to install the charging units. Installation done by an unapproved partner voids the warranty. For more information, contact Kempower Solutions Support.



Kempower Inc.

2530 S Tricenter Blvd, Durham, NC 27713 USA



WARRANTY OF INSTALLATION/LABOR



October 23, 2025

Subject: Standard Workmanship Warranty for EV Charging Installations

To Whom It May Concern,

The standard workmanship warranty for electric vehicle (EV) charging station installations in the industry is **one (1) year**. This warranty typically covers the quality of installation work, ensuring compliance with applicable codes and manufacturer specifications. If any defects in workmanship arise during this period, they are generally corrected at no additional cost to the client.

This one-year term is widely recognized as an industry standard. For example, procurement frameworks developed through **Accenture's collaboration with the Foundation for Community Colleges and SPURR under the Procurement Assistance for Vehicle Electrification (PAVE) Program** adopt a one-year workmanship warranty as a baseline requirement for EV charging infrastructure projects. These programs serve as benchmarks for public-sector electrification initiatives and reinforce the one-year warranty as best practice.

This letter is provided as supporting documentation to answer the grant question regarding standard workmanship warranties for EV charging installations.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Clarke", written over a light blue horizontal line.

Steven Clarke, P.E.

Vice President, Clean Mobility

steven.clarke@accenture.com

COPY OF COST ESTIMATE

County of San Bernardino INVEST Clean Grant
Project Cost Summary for Class 4-8 DCFC

Part A: Behind Existing Meter	Amount	Source
EV Charging		
1x 400kW DCFC with 6 Ports	\$254,753	Kempower Quote
<i>Electrical Infrastructure (Design)</i>	\$34,623	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Electrical)</i>	\$89,503	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Civil)</i>	\$98,457	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure Total</i>	\$222,583	
<i>Construction Contingency (20%)</i>	\$95,467	
<i>Gross Cost</i>	\$572,803	
INVEST Clean Rebate	\$280,000	
Total Project Net Cost	\$292,803	

Part B: New Meter	Amount	Source
EV Charging		
4x 400kW DCFC with 6 Ports	\$988,533	Kempower Quote
<i>Electrical Infrastructure (Design)</i>	\$34,623	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Electrical)</i>	\$208,206	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Civil)</i>	\$291,786	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure Total</i>	\$534,615	
<i>Construction Contingency (20%)</i>	\$304,630	
<i>Gross Cost</i>	\$1,827,778	
INVEST Clean Rebate	\$1,120,000	
Total Project Net Cost	\$707,778	

Total Project	Amount	Source
EV Charging		
5x 400kW DCFC with 6 Ports	\$1,243,286	Kempower Quote
<i>Electrical Infrastructure (Design)</i>	\$69,246	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Electrical)</i>	\$297,709	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure (Civil)</i>	\$390,243	Accenture EV Charging Install Cost Tool
<i>Electrical Infrastructure Total</i>	\$757,198	
<i>Construction Contingency (20%)</i>	\$400,097	
<i>Gross Cost</i>	\$2,400,581	
INVEST Clean Rebate	\$1,400,000	
Total Project Net Cost	\$1,000,581	



Accenture
Q-16202-10/17/2025, 5:58 PM
NA Quote Non-Partner
Version: 1

Jordan Crollly
jordan.crollly@accenture.com
210 N Lena Rd
San Bernardino, California, 92408
United States

San Bernardino County- Fleet Depot- Phase 1

Dear Jordan Crollly,

Thank you for your inquiry concerning our charging solutions. Please find enclosed our quote addressing your current charging needs. If you have any further questions or comments, please feel free to contact me directly. We look forward to the opportunity to work with you.

Offer Contact Person:

John Gutierrez
Sales Manager
Kempower

Direct:

Mobile:

Email: john.gutierrez@kempower.com

Quotation lines

(1) Power Unit 400KW + (6) Single Port
Satellite 400a/5m

Product Code	Product Name	Qty	Unit Price Total	Total
STU5HSL	Kempower Satellite CCS1 400A/5m	6.00	USD 10,524	USD 63,144
	Kempower Power Unit 400kW (as specified in two rows underneath)	1.00	USD 152,558	USD 152,558
PM550BLV2	Kempower Power Module 550 V2/Buy America compliant	8.00		
C502D6BLV4	Kempower Power Cabinet 500V/Ds6 V4 /Buy America compliant	1.00		
9990030	Remote commissioning support	1.00	USD 1,000	USD 1,000
W020906	STEEL BASE 200MM C-SERIES KIT (BABA)	2.00	USD 855	USD 1,710
9990090	Freight Cost Estimated (SUBJECT TO CHANGE)	1.00	USD 5,500	USD 5,500
(1) Power Unit 400KW + (6) Single Port Satellite 400a/5m TOTAL:				USD 223,912.00

Optional Add-Ons

Product Code	Product Name	Qty	Unit Price Total	Total
9990094	Three (3) Years Extended Warranty. (5 years total) Applies to all hardware on the same purchase order. Applicable United States/Canada.	1.00	USD 19,413	USD 19,413
999050FEE	Kempower Mobile Data Connectivity Subscription (Annual fee per charging point)	6.00	USD 72	USD 432
999071FEE	ChargEye Basic Subscription DC (Annual fee per charging point)	6.00	USD 108	USD 648
999073FEE	ChargEye Pro Subscription DC (Annual fee per charging point)	6.00	USD 588	USD 3,528
S001	Upgrade Station Cable Length to 7m (Per charging cable)	1.00	USD 300	USD 300
Optional Add-Ons TOTAL:				USD 24,321.00



Accenture
Q-16202-10/17/2025, 5:58 PM
NA Quote Non-Partner
Version: 1

Please note optional products are not included in the total price of this offer.

SUMMARY:

TOTAL PRICE TAX 0%	USD 248,233.00
TAX (0.00)%	USD 0.00
TOTAL	USD 248,233.00

Taxes will be included on final invoice.

Additional Information

Terms and Conditions

Estimated Leadtime ~14 Weeks

Standard 2-Year Limited Warranty per the Kempower NA Standard Limited Warranty Terms and Conditions (attached).

Price Information

Offer prices apply only if the Offer Number is mentioned in the purchase order

orders.us@kempower.com

Terms of Payment

Advance payment

Terms of Delivery

FCA, Incoterms 2020

Time of Delivery

Will be included with Order Confirmation

Delivery Address

SAN BERNARDINO COUNTY
210 N Lena Rd
San Bernardino, California, 92408
United States

Delivery Requirements

Appointment Needed

Certification Requirements

ETL;BABA

Shipping via

WILL BE PICKED UP

Installation

Only authorized and trained personnel are allowed to install and maintain Kempower equipment

Quote Expiration

12/31/2025

SALES AGREEMENT

GENERAL TERMS AND CONDITIONS

Kempower Inc. ("**Kempower**") and the entity named in the quote or purchase order ("**Customer**", together with Kempower, the "**Parties**", and separately, a "**Party**") hereby enter into these General Terms and Conditions as of the date on the Purchase Order (the "**Effective Date**"). This agreement consists of the "**Sales Agreement General Terms and Conditions**", any and all POs and SOWs entered into hereunder (including all appendices, schedules and exhibits thereto), and the following appendices (each, an "**Appendix**", and together, the "**Appendices**") attached hereto and incorporated by this reference (collectively, the "**Agreement**"):

- Appendix 1 – Support Services

Kempower is in the business of designing, manufacturing, and selling certain electric vehicle charging solutions and related products and services, and licensing related firmware and software. Customer desires to purchase certain of such products and services, and license related firmware or system software from Kempower. As a condition to purchasing, or receiving a license for, those products and services, Customer must agree to abide by the terms set forth herein.

1. Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the meaning given in this Section 1.

"**Applicable Laws**" means all applicable federal, state, and local laws, ordinances, regulations and orders.

"**Delivery Date**" means the delivery date identified in a PO, which is consistent with the Product lead time specified in the applicable Quote.

"**Documentation**" means user manuals and other instructional documentation, in any form or medium, provided by Kempower for use with the Products.

"**Intellectual Property Rights**" means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks, service marks, trade and service names; (c) internet domain names; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, data, data files, and databases and other specifications and documentation; (e) know-how, moral rights, trade secrets; and (f) all industrial and other intellectual property rights, and all rights, interests and forms of protection of a similar nature or having similar or equivalent effect to any of the foregoing, including all derivative works related thereto, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the

Applicable Laws of any jurisdiction throughout in any part of the world.

"**Kempower Hardware**" means Kempower DC – fast charging solutions that are from time to time manufactured by or for Kempower.

"**Kempower System Software**" means the Kempower Hardware's system software licensed by Kempower to Customer under this Agreement, in object code form only, and any Maintenance Releases provided to Customer pursuant to this Agreement. The system software controls Kempower Hardware and provides an operating environment for applications to support basic computer functions.

"**Maintenance Release**" means any update, upgrade, release, or other adaptation or modification of the Kempower System Software, including any updated Documentation, that Kempower may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Kempower System Software, but does not include any New Software Offerings.

"**New Software Offering**" means any new software product that Kempower may from time to time introduce and market generally as a distinct licensed software product, and which Kempower may make available to customers at an additional cost under a separate written agreement.

"**Products**" means Kempower Hardware and Kempower System Software.

"**Professional Services**" means those services defined in a mutually agreed upon Statement of Work, and which may include installation, commissioning and maintenance services, training, or other services.

"**PO**" means an order by Customer for Products that references the applicable Quote.

"**Quote**" means a commercial proposal provided by Kempower to Customer describing the Products, prices, number of units offered, and expected lead times.

"**Specifications**" means the technical description and specifications for the Products as published on Kempower's website.

"**Statement of Work**" or "**SOW**" means an addendum to the Agreement, entered into by both Parties, that specifies the Professional Services that Kempower will provide to Customer under this Agreement.

"**Support Services**" means the support services described on Appendix 1 (Support Services) with respect to the Products, as

may be performed by a Kempower authorized service partner or the Customer, subject to the terms of this Agreement.

2. Quotes, Products and Professional Services.

2.1 Upon Customer's request, Kempower may provide a written Quote to Customer for Products and/or Professional Services. Based on a Quote, Customer may then submit a PO for the purchase of Products to Kempower by email to Orders.US@Kempower.com. Each PO must reference, and be consistent with, the applicable Quote. Each PO must describe the Products, prices, quantity ordered, and proposed Delivery Date, and delivery address. All POs are subject to Kempower's acceptance, and Kempower may reject a PO for any reason. Customer has no obligation to purchase Products, and Kempower has no obligation to supply Products to Customer, until and unless Kempower has accepted a PO.

2.2 To the extent the Customer elects to purchase Professional Services from Kempower, and subject to the terms of the Agreement and in consideration for the payment from Customer to Kempower of the fees set forth in the applicable SOW, Kempower will provide the Professional Services. No SOW will be effective unless and until signed by authorized representatives of both Parties.

2.3 Kempower's obligations to Customer are expressly limited to, and conditioned on, Customer's acceptance of this Agreement. This Agreement shall govern any transaction referenced in any Quote, all POs received and accepted by Kempower, and all SOWs entered into between the Parties. Each Quote, PO, and SOW constitutes a part of this Agreement and is deemed incorporated into this Agreement by reference. In the event of a conflict between any PO or Quote and these General Terms and Conditions, the Quote will govern with respect to prices, and lead times, and the PO will govern only with respect to identifying the Products ordered, quantities, scope, Delivery Date (to the extent consistent with the lead time specified in the Quote), and delivery locations. In the event of a conflict between any SOW and these General Terms and Conditions, the applicable SOW shall govern. These General Terms and Conditions will control in all other respects.

3. Support Services.

3.1 The Customer may elect to purchase Support Services from a Kempower authorized service partner or, subject to the conditions and obligations set forth on [Appendix 1](#) (Support Services), perform certain of such Support Services via Customer's own personnel (i.e., self-service). Customer acknowledges and agrees that Kempower shall have no responsibility for performing the Support Services except as set forth on [Appendix 1](#), and Customer hereby releases Kempower from any and all Losses (as defined below) arising from or relating to the provision of the Support Services by Customer's personnel or any third-party.

4. Shipment; Title and Risk of Loss.

4.1 All Delivery Dates, whether scheduled or otherwise, are best estimates only. Kempower shall endeavor to meet the lead times identified in a Quote and the Delivery Date requested in a PO, however Kempower will not be liable for failing to do so.

Customer is responsible for all freight and duty charges from Kempower's shipping location.

4.2 Title (but not title to any Intellectual Property Rights) for Kempower Hardware provided by Kempower under this Agreement will be transferred to Customer upon Kempower's receipt of payment in full for such Products. Risk of loss for Kempower Hardware provided by Kempower under this Agreement will pass to Customer upon delivery to the first transportation carrier. The license to the Kempower System Software described in [Section 6.1](#) will take effect upon Kempower's receipt of payment in full for such Products.

5. Payment and Pricing.

5.1 Customer shall pay to Kempower the fees, charges, and expenses (collectively, the "**Charges**") applicable to each PO or SOW. Unless otherwise expressly stated, Quotes remain valid for 30 calendar days from the date of issuance. Customer shall pay to Kempower the amounts owing, as specified for each PO and SOW, without deduction (including for any applicable withholding taxes), or set off, by ACH to such account or accounts as shall be designated by Kempower. Customer shall bear full responsibility for determining and remitting the applicable withholding tax, on a grossed-up basis, to the appropriate tax authorities and shall provide Kempower with contemporaneous evidence of such payment.

5.2 All Charges are in U.S. dollars. Kempower will invoice Customer for the Charges applicable to each PO or SOW, as applicable. Invoices shall include, (a) with respect to SOWs, the relevant SOW identifier, and total Charges, and (b) with respect to POs, the Product names or code, relevant PO identifier, quantity of Products ordered, unit price in U.S. dollars, and total Charges. Customer shall pay each invoice in full within 30 days following the date of invoice. Kempower is entitled to withhold shipment of the Products unless and until Kempower is paid in full for the Products, and any delay to the Delivery Date caused by Customer's failure to timely pay is Customer's sole responsibility.

5.3 Kempower reserves the right to charge a late fee equal to 1.5% per month for undisputed amounts paid beyond their respective due dates.

5.4 Customer is responsible for all sales, VAT, GST, WHT, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Kempower with a tax exemption certificate.

6. License; Ownership; Restrictions.

6.1 Subject to and conditioned on Customer's payment of Charges and compliance with all other terms and conditions of this Agreement, Kempower grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Kempower System Software. Customer agrees not to distribute or otherwise use the Kempower System Software as a stand-alone product. Customer shall not copy, reproduce, modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive source codes from object codes of the Kempower System Software, or damage or make the Kempower System

Software available to any third parties. Kempower agrees that Customer has full rights to use and exploit all data generated by the Kempower System Software.

6.2 All Intellectual Property Rights in or to the Products, services provided under the Agreement, Specifications, Kempower's Confidential Information and the drawings, descriptions and written information provided by Kempower (collectively, "**Kempower IP**") are and will remain the exclusive property of Kempower or its licensors, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Kempower IP is used or licensed. Customer will not take any action that jeopardizes Kempower's or its licensors' Intellectual Property Rights, or attempt to acquire any right, in the Kempower IP. All rights not expressly granted to Customer with respect to Kempower IP are reserved by Kempower and its third-party licensors.

6.3 Customer shall not, and shall not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer the Kempower IP in whole or in part to any third party; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part; (c) copy the Kempower IP; (d) create, develop, license, install, use or deploy any products or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Products described in the Documentation; (e) translate, modify or create derivative works based on the Products; or (f) remove any product identification, proprietary, copyright, trademark, patent or other notices contained in or on the Products.

6.4 Customer may license any New Software Offering, including Kempower ChargeEye, at Kempower's then-current list price and subject to a separate license agreement.

7. Third-Party Component Vendors.

Kempower's delivery commitments and performance may be dependent upon timely delivery by third-party component vendors and representations they have made regarding their products. If a third-party component vendor or its products fail to deliver as promised, Kempower will not be responsible for any resulting impact on the delivery or performance of the Products and Custom Services provided under this Agreement.

8. Custom Services.

Customer may elect to have Kempower customize the Kempower Hardware by printing Customer's logo or other Customer-provided images and text onto the Kempower Hardware ("**Custom Services**"). Upon Customer's request, Kempower will describe the available Custom Services and related prices in the Quote. Customer may elect whether to purchase the Custom Services in a PO. Customer hereby grants Kempower a worldwide, non-exclusive, non-transferable, right and license to use Customer's logo or other Customer-provided images and text as reasonably necessary to perform the Custom Services. As between Customer and Kempower, any copyrights and trademarks in the logos or images supplied by Customer are and will remain the property of Customer.

9. Changes to Products.

Kempower reserves the right to change or discontinue offering any Product at any time during the Term but will honor all POs previously accepted by Kempower in writing and outstanding at the time Kempower changes or discontinues any Product.

10. Term; Termination.

10.1 The initial term of this Agreement commences on the Effective Date and continues for one year ("**Initial Term**"). Either Party may terminate this Agreement by providing 90 days' written notice of its intention. This Agreement may be renewed upon Parties' mutual consent for successive one-year periods (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**").

10.2 Either Party may terminate this Agreement on 30 days' prior written notice if the other Party commits a material breach of this Agreement, and such breach cannot be cured or, if such breach can be cured, such breach is not cured within thirty (30) days following receipt of notice of such breach by such other Party. If Kempower terminates this Agreement pursuant to this Section 10.2, Customer shall immediately return or irretrievably destroy all Confidential Information, and any other Products if requested by Kempower.

10.3 Termination or expiration of this Agreement for any reason will not affect any obligation arising prior to the effective date of termination, or any obligation that, from its context, is intended to survive the termination or expiration of this Agreement, including Sections 1, 6.2, 6.3 and 10 through 17. Unless Kempower terminates this Agreement for Customer's material breach, the termination or expiration of this Agreement will not affect any PO issued prior to the date of expiration or termination, and Kempower will continue to supply the ordered Products to Customer and Customer shall pay for the ordered Products in accordance with the terms of this Agreement.

11. Limited Product Warranty.

11.1 All Products covered by this Agreement will be warranted per the warranty terms set forth in the Kempower NA Standard Limited Warranty Terms and Conditions (the "**Warranty Terms**") found here: <https://mediabank.kempower.com/i/swkzmjckvpl7>, as they may be updated from time to time. Notwithstanding any other provision of this Agreement, this section contains Customer's exclusive remedy for Products not conforming to the Warranty Terms ("**Defective Products**"). THE WARRANTY TERMS SET FORTH CUSTOMER'S SOLE REMEDY AND KEMPOWER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED PRODUCT WARRANTY.

11.2 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.1, ALL PRODUCTS ARE PROVIDED "AS IS", AND KEMPOWER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. KEMPOWER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. KEMPOWER MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS, OR RESULTS OF THE USE THEREOF, OR ANY SERVICES

PROVIDED HEREUNDER, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ANY KEMPOWER WARRANTIES OF OR RELATING TO THE PRODUCTS AND SERVICES ARE MADE SOLELY UNDER THE WARRANTY TERMS.

11.3 If Kempower determines that any Products sold to Customer may be Defective Products, at Kempower's request, Customer shall withdraw all similar Products from use and return such Products to Kempower (pursuant to the Warranty Terms). Notwithstanding the limitations of the Warranty Terms, if Customer returns all withdrawn Products within 20 days following Kempower's withdrawal request, consistent with Kempower's instructions, unless any such defect has been caused or contributed to by any of the factors described in the Warranty Terms, Kempower shall repair or replace all such returned Products, pursuant to the terms of Section 11.1. THIS SECTION 11.1 SETS FORTH CUSTOMER'S SOLE REMEDY AND KEMPOWER'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 11.1.

12. Indemnification.

12.1 Except to the extent caused by any event giving rise to Customer's indemnity obligations in Section 12.3, Kempower will defend and indemnify Customer from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and costs) ("**Losses**") awarded against Customer in a final, non-appealable judgment incurred from a third-party claim alleging that the Products, when used by Customer in accordance with this Agreement, infringe such third-party's U.S. patent, copyright or trademark or misappropriates such third-party's trade secret.

12.2 Section 12.1 does not apply to claims arising from (a) use of the Products outside the scope of the license granted to Customer or otherwise in violation of this Agreement; (b) any combination, operation or use of the Products with products or materials of third-parties (other than those approved in writing by Kempower or set forth in the Specifications); (c) modification of the Products not performed or provided by Kempower; or (d) anything provided by Customer or performed at Customer's request (e.g., in the performance of Custom Services). If a third-party claim results in an injunction against Customer's use of any component of the Products, or if Kempower reasonably anticipates such an injunction, Kempower will use commercially reasonable efforts to, at Kempower's sole option, procure for Customer the right to continue using the component, replace the component, or modify the component to avoid the claim while retaining substantially the same functionality. If Kempower determines that none of these alternatives is reasonably available, Kempower may terminate this Agreement, in its entirety or with respect to the affected Product, component or part, effective immediately on written notice to Customer.

12.3 Customer will defend and indemnify Kempower and its licensors, officers, agents and employees from and against any and all Losses incurred from any claim or allegation by a third-party relating to (a) Customer's failure to comply with

Applicable Laws; (b) Customer's action or omission; (c) the Custom Services; or (d) any of the items listed in Sections 12.2(a) through 12.2(d).

12.4 The indemnifying Party's indemnification obligations under this Section 12 as to third-party claims are conditioned upon the indemnified Party: (a) giving prompt notice of any such claim to the indemnifying Party; (b) granting sole control of the investigation, defense and settlement of each claim or action to the indemnifying Party (except that the indemnified Party's prior written approval is required for any settlement that requires any payment by, imposes any material obligation on, or results in any ongoing material liability to, the indemnified Party); and (c) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the claim.

13. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF DATA, LOSS OF ANTICIPATED PROFIT, AND LOSS OF GOODWILL, FOR ANY CLAIM UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEMPOWER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, FOR ANY EVENT, ACT OR OMISSION, SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCTS UNDER THE RESPECTIVE ORDER FROM WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PERMITTED UNDER THIS AGREEMENT.

14. Confidential Information.

Neither Party ("**Recipient**") will use or disclose the other Party's ("**Disclosing Party**") Confidential Information without the Disclosing Party's prior written consent. "**Confidential Information**" means any information, whether disclosed orally, in writing, electronically, visually or otherwise by Disclosing Party to Recipient in the course of this Agreement, including, in the case of Kempower, Kempower System Software, the terms of this Agreement and the terms of all Quotes and, in the case of either Party, all other information relating to its financial condition, operations, business or customers. Recipient will use the same degree of care as it exercises toward its own Confidential Information in protecting Disclosing Party's Confidential Information, but no less than a reasonable degree of care. Recipient shall only disclose Disclosing Party's Confidential Information on a need-to-know basis to Recipient's employees and contractors bound by non-disclosure obligations at least as protective as the obligations in this Section 14. This Section 14 does not apply to information (a) after it becomes publicly known through no fault of Recipient, (b) already rightfully in Recipient's possession when received, or (c) developed by the Recipient without the use of Disclosing Party's Confidential Information. Recipient acknowledges that its breach of this Section 14 may cause Disclosing Party substantial and

irreparable harm for which Disclosing Party would be entitled to equitable relief in addition to any available legal remedies. Each Party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief. If Recipient is required by law, governmental order or request to disclose Disclosing Party's Confidential Information, Recipient shall, to the extent permitted by law, give Disclosing Party immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure.

This provision and the obligations under this Section 14 will survive termination of the Agreement and continue in full force and effect for five (5) years after the termination of this Agreement. All tangible information furnished hereunder by the Disclosing Party to Receiving Party shall remain the property of the Disclosing Party. Upon termination of the Agreement, or upon written request of the Disclosing Party, Receiving Party will (i) cease any use of the Disclosing Party's Confidential Information; and (ii) promptly destroy, or return to the Disclosing Party all documents and other tangible materials containing any portion of, or summarizing, the Disclosing Party's Confidential Information and all copies thereof. At the Disclosing Party's request, an officer of Receiving Party will provide a certificate attesting to compliance with the foregoing.

15. Force Majeure.

Kempower's obligations hereunder will be suspended so long as its performance is impeded or prevented by causes beyond Kempower's reasonable control, which may include acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances, supply shortages, acts of third parties, pandemics, and acts or regulations of governmental entities.

16. Compliance with Export and Import Laws.

Export laws and regulations of the United States and other relevant local export laws and regulations may apply to the Products. Customer agrees that export control laws govern Customer's use and distribution of the Products (including technical data), and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, program, or materials resulting from use of the Products (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws. Customer shall be solely responsible for payment of all import and export duties not included in the Quote, PO, SOW, or invoice, if any, in connection with purchase, shipment, installation and use of the Products provided. Kempower may deem Customer's failure to comply with the requirements of this [Section 16](#) a material breach of this Agreement.

17. Miscellaneous.

17.1 Assignment. Customer may not assign any rights or delegate any obligations under this Agreement without the prior written consent of Kempower. Any attempted assignment or delegation by Customer in violation of this [Section 17.1](#) will be null and void.

17.2 Severability; Beneficiaries. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law. No person or entity other than Kempower and Customer shall have any rights under this Agreement.

17.3 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

17.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction, as to all matters, including matters of validity, construction, effect, performance, and remedies. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods (UCITA). The Parties further agree that UCITA, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified shall not apply to this Agreement and is hereby disclaimed.

17.5 Arbitration. Any and all controversies or claims arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). Any award rendered by the arbitrators shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction, and any court where a Party or its assets are located. Judgment on such awards shall be final and non-appealable. There shall be one arbitrator, which shall be appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under the Agreement and any Party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before such arbitrator. The seat or place of arbitration shall be Durham, North Carolina. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a Party nor any arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.

17.6 Waiver. No waiver or failure of a Party to assert any right under this Agreement on any one occasion will operate as a waiver of the same or any other right on any other occasion.

17.7 Notices. All notices under this Agreement will be delivered personally, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown on the Signature Page or such other address as may be specified by either Party to the other Party in compliance with this [Section 17.7](#). Notices will be deemed effective on personal receipt, two days after delivery by courier and four days after deposit in the U.S. mail.