



Accenture
Q-16205-10/17/2025, 7:00 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 2

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

(4) Power Unit 400KW + (24) Single Port
Satellite 400a/5m

Product Code	Product Name	Qty	Unit Price Total	Total
STU5HSL	Kempower Satellite CCS1 400A/5m	24.00	USD 10,524	USD 252,576
	Kempower Power Unit 400kW (as specified in two rows underneath)	4.00	USD 152,558	USD 610,232
C502D6BLV4	Kempower Power Cabinet 500V/Ds6 V4 /Buy America compliant	1.00		
PM550BLV2	Kempower Power Module 550 V2/Buy America compliant	8.00		
9990030	Remote commissioning support	2.00	USD 1,000	USD 2,000
W020906	STEEL BASE 200MM C-SERIES KIT (BABA)	8.00	USD 855	USD 6,840
9990090	Freight Cost Estimated (SUBJECT TO CHANGE)	1.00	USD 13,000	USD 13,000
(4) Power Unit 400KW + (24) Single Port Satellite 400a/5m TOTAL:				USD 884,648.00

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 77,653	USD 77,653
999050FEE	Kempower Mobile Data Connectivity Subscription (Annual fee per charging point)	24.00	USD 72	USD 1,728
999071FEE	ChargEye Basic Subscription DC (Annual fee per charging point)	24.00	USD 108	USD 2,592
999073FEE	ChargEye Pro Subscription DC (Annual fee per charging point)	24.00	USD 588	USD 14,112



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Product Code	Product Name	Qty	Unit Price Total	Total
S001	Upgrade Station Cable Length to 7m (Per charging cable)	1.00	USD 300	USD 300
Optional Add-Ons TOTAL:				USD 96,385.00

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

SUMMARY:	
TOTAL PRICE TAX 0%	USD 981,033.00
TAX (0.00)%	USD 0.00
TOTAL	USD 981,033.00

Taxes will be included on final invoice.

Additional Information

Terms and Conditions

Current Leadtimes ~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

TRUCK

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/l/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.

17.8 Interpretation. This Agreement, including all exhibits, is the complete and final expression of the Parties' agreement regarding its subject matter and supersedes all communications or agreements, written or oral, by the Parties regarding such subject matter. Except as expressly set forth herein, if there is any conflict between these General Terms and Conditions and any provision set forth in any other part of this Agreement, including all appendices, schedules and exhibits

hereto, these General Terms and Conditions will prevail. No amendment or supplement to this Agreement is effective unless it is in writing, it identifies itself as an amendment to this Agreement and is signed by each Party's authorized representative. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

* * * * *

APPENDIX 1 – SUPPORT SERVICES

Definitions. Capitalized terms not otherwise defined in this Appendix 1 (Support Services) shall have the meaning given in the General Terms and Conditions.

1. Support Services Description.

The framework in the table below sets forth the description of Support Services tiers applicable to the Products.

SUPPORT SERVICES TIER	DESCRIPTION
TIER 1 Customer Responsibilities	24 Hour Customer Center • User support • Monitoring charger status • Basic diagnostics • Contact redirection • Arrange on-site service
TIER 2 Customer Responsibilities	On-Site Service • On-site intervention, diagnostics, and repairs • Charger technical support • Training of Customer personnel • Spare parts stock • Warranty case handling • Preventive maintenance
TIER 3 Kempower Responsibilities	Available Monday through Friday 6:00 – 15:00 UTC • Global technical support, first response within one business day • Support escalated cases • Advanced remote diagnostics • Factory repairs • Maintain and update Kempower System Software • Maintain and update Documentation • Customer training services (Train-the-Trainer)

2. Customer Obligations.

2.1 As between Kempower and Customer with respect to the provision of Support Services, unless otherwise agreed by Kempower in writing, Kempower shall have no obligation to provide and Customer shall not seek to engage Kempower for, the provision of any Support Services described as Tier 1 or Tier 2, and prior to seeking Kempower's provision of Support Services described as Tier 3, Customer (or the Kempower authorized service partner engaged by Customer, as applicable) shall seek to address each such need by performing the Support Services described as Tier 1 or Tier 2.

2.2 As between Kempower and Customer, Customer shall be responsible for, at Customer's sole expense, acquiring the required tools for the successful provision of Tier 1 and Tier 2 Support Services. These tools and resources include, but are not limited to, the following:

- (a) Access to a Battery Electric Vehicle(s) or access to a DC-charging simulator/analyzer approved by Kempower;
- (b) Weatherproofing equipment for outside work; and
- (c) Laptop computer(s) for on-site configuration and diagnostics.

2.3 If at any time Customer elects to provide the Support Services via Customer's personnel (*i.e.*, self-service), Customer shall be responsible for, at Customer's sole expense, acquiring the Kempower required training for the successful provision of Tier 1 and Tier 2 Support Services. In consideration for the payment from Customer to Kempower of the Charges set forth in the applicable SOW, Kempower will provide Product knowledge and expertise for provision of the Support Services to Customer's personnel through

trainings applying the “Train-The-Trainer” principle. Customer’s personnel that participate in such training provided by Kempower may be granted a “Train-The-Trainer” certificate by Kempower, which enables such personnel to train other Customer personnel and grant such other personnel training certificates for different topics related to the Products. Customer shall only permit the provision of Support Services by Customer’s personnel that have completed the appropriate Kempower certification training for the Products in question. The certification(s) received by Customer’s personnel will immediately become void in the event such personnel’s employment or service relationship with the Customer expires or is terminated. The Customer shall assign a responsible Customer representative to track and maintain the certifications of Customer’s personnel, regardless of whether a “Train-The-Trainer” certificate is granted by Kempower. Kempower shall be permitted to audit Customer’s personnel certification records annually, via an on-site or online meeting with the responsible Customer representative. Customer shall, at its own expense, maintain the overall competence of its personnel and subcontractors required for the successful provision of the Support Services. This includes, but is not limited to, ensuring that the Support Services are performed only by electricians licensed by all applicable governing bodies to perform electrical installations in accordance with Applicable Laws.



Kempower NA Standard Limited Warranty Terms and Conditions

REV 2.00 NA 10.01.2024

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Kempower NA Standard Limited Warranty Terms and Conditions

1. Definitions and Scope

Customer means a customer or a Kempower authorized sales partner or distributor who has purchased a Kempower Product and/or Spare Part directly from Kempower. These Standard Limited Warranty Terms and Conditions shall only apply to businesses as customers.

Extended Warranty shall have the meaning ascribed to it in Section 4 herein.

Kempower means Kempower Inc., located in Durham, NC.

Product means new, electrically powered equipment with a Kempower serial number.

Spare Parts means selected replacement, upgrade or retrofit upgrade parts of Kempower equipment manufactured by Kempower.

Warranty means the warranty as specified in these NA Standard Limited Warranty Terms and Conditions.

Warranty Claim Notice shall have the meaning ascribed to it in Section 5.1. herein.

2. Standard Limited Warranty

Kempower Products are designed and tested for demanding industrial and commercial environments, and Kempower rectifies defects on Products which are clearly attributable to material and/or manufacturing faults during the Warranty Period.

This Warranty is provided by Kempower Inc. and shall apply between Kempower and a Customer. An end customer purchasing a Kempower Product or Spare Part from an Kempower authorized sales partner or distributor shall not benefit from this Warranty directly.

The Warranty is limited to the terms and conditions specified in this Warranty document. A Kempower authorized sales partner or distributor may offer a more extensive warranty to end customers, but Kempower does not, under any circumstances, accept any liability exceeding what is specified in this Warranty.

This Warranty is exclusive and supersedes any other quality and performance warranties, whether written, verbal or implicit. Any other warranties, including any implied warranties of merchantability or fitness for purpose, are hereby specifically excluded.

3. Geographical Scope

This Warranty is valid for Products and Spare Parts sold by Kempower to and located in the United States or Canada.

4. Warranty Period

The Warranty Period for Products starts 1) at the delivery of the Product according to the agreed delivery term and remains valid for 24 months from the date of commissioning of the Product, or 2) 30 months from the date of shipment of the Product from Kempower, whichever occurs first.

For a separate fee, the Customer can purchase an extended warranty period for the Product ("**Extended Warranty**"). This Extended Warranty must be ordered at the time the Product is purchased by the Customer. It is not possible to purchase the Extended Warranty for the Product after the initial Product purchase.

The Warranty Period for Spare Parts is 1) 12 months from the date of installation, or 2) 24 months from date of shipment from Kempower, whichever occurs first.

5. Warranty Claims Process

5.1. Warranty Claim Notice

Without prejudice to any further statutory or contractual obligations to inspect and notify defects that may exist, the Customer shall without undue delay, and at the latest within 14 days after Customer knew or should have known of the defect, notify Kempower in writing of any defect ("**Warranty Claim Notice**"). The Warranty Claim Notice must be made through the [Kempower Support Portal](https://kempower.atlassian.net/servicedesk/customer/portal/2/group/5) (<https://kempower.atlassian.net/servicedesk/customer/portal/2/group/5>) and it must contain a description of the defect, the purchase confirmation and/or registration document to the Kempower authorized service partner, copy of the original delivery note, Product serial number and any other information required by Kempower.

If the Customer fails to make the Warranty Claim Notice within the time limits set forth herein, the Customer shall lose its right to any remedies available under the Warranty.

If the defect may cause damage, the Customer shall make the Warranty Claim Notice to Kempower immediately. The Customer shall take reasonable measures to minimize damage and comply with Kempower instructions. The Customer shall bear the risk of any damage to the Product resulting from its failure to notify or minimize damage.

Upon receipt of the Warranty Claim Notice, Kempower shall perform the necessary troubleshooting and investigations remotely, on-site or in-house, and may require additional information from the Customer, to resolve the Warranty claim.

5.2. General Customer Obligations

To benefit from this Warranty, the Customer shall:

- Provide true, accurate and complete information in the Warranty Claim Notice;
- Provide Kempower any additional information that Kempower may require to investigate and resolve the Warranty claim;
- Return to Kempower, at Kempower's request and cost, defective Products or parts for investigation, repair, or replacement;
- Allow Kempower remote monitoring and use of Kempower ChargeEye;

- Ensure unhindered access to chargers in case of on-site troubleshooting or repair, including access to closed premises, keys in case of special locking mechanism on charger, etc.;
- Ensure availability of personnel to power down transformers, if needed;
- Announce any changes to the charger after commissioning (e.g., change of locks) relevant to the Warranty claim or its solution immediately;
- Ensure the work environment on-site meets all relevant applicable health, safety and environment legislation and guidelines; and
- Keep replacement products and parts and malfunctioning or replaced Product or part, that Kempower may request to be returned, in their possession and adequately insure them against the risk of theft or damage whilst in their possession

Kempower shall not be liable for failing to provide remedy under this Warranty if the failure occurred due in part or as a result of the Customer not fulfilling its obligations stated herein. The Customer shall be liable to Kempower for any additional waiting time and other reasonable costs, including but not limited to, costs relating to the technician who could not access the site or the Product as a result of the Customer not fulfilling its obligations stated herein.

5.3. Warranty Remedy

Once a Warranty claim is accepted, Kempower shall, at its discretion and its cost, repair or replace the defective Product or Spare Part as stated herein. Kempower may:

- Repair the defect remotely;
- Repair the defect on-site by Kempower or Kempower authorized service partner technicians;
- Repair the defect in-house at Kempower manufacturing site; or
- Replace the defective Product or defective part by making a new delivery or delivering replacement parts.

Kempower shall take care of dismantling the defective part and installing the replacement part or Product or repairing the Product at Kempower's cost. Kempower and Kempower authorized service partners shall perform warranty services on regular working hours and standard support hours of Kempower or the Kempower authorized service partner as applicable.

Kempower reserves the right to use factory refurbished parts as Warranty replacements.

Kempower reserves the right to have the malfunctioning component sent to Kempower for investigation. Shipment cost will be borne by Kempower.

Defective Products and parts which have been replaced shall be made available to Kempower and shipped to Kempower at Kempower's request and cost. Such Products and parts shall become property of Kempower at the delivery to Kempower.

Kempower shall have the right to request the shipping of the malfunctioning or replaced Product or part for three (3) months from the filing of the Warranty Claim Notice. If

the Customer does not send the malfunctioning or replaced Product or part to Kempower within one (1) month from Kempower's request, Kempower reserves the right to charge the Customer the full cost of the Warranty replacement Product or part.

When a defect in a part of the Product or Spare Part has been replaced, Kempower shall be liable for the part in replacement only under the same terms and conditions and Warranty period as those applicable to the original Product.

Kempower shall have fulfilled its obligations in respect of the Warranty claim when it has repaired or replaced the Product to the Customer as stated herein. Kempower shall not be liable for any other loss the defect may cause, including loss of production, loss of profit and other indirect loss or any other material, labor, installation, travel, or other costs. The value of the warranty service is always limited to the purchase price of the Product or Spare Part.

5.4. Customer Liability for Costs

If a Warranty Claim Notice is made but Kempower determines that there is no defect or the defect is not covered by the Warranty, the Customer shall remunerate Kempower, or the Kempower authorized service partner, for the costs incurred as a result of the Warranty Claim Notice, including troubleshooting, repair work and all related costs.

Warranty services may only be provided by Kempower or Kempower authorized service partners. Kempower is not liable for any costs for unauthorized repair or damages due to unauthorized repair, and any such unauthorized repairs may void the Warranty.

Division of Costs for Warranty Tasks

Warranty Task	Customer's Cost	Kempower's Cost
Warranty replacement parts		X
Warranty replacement parts shipping		X
Requested return parts shipping		X
Onsite labor*		X
Travel and accommodations	X	
Any additional labor cost or fees	X	
Extended warranty	X	
Preventative Maintenance	X	

*Labor may be claimed per the tact time list at rates defined in the agreement executed between the parties.

6. Warranty Limitations

Pre-requirements for validity of the Warranty. The Warranty is valid provided that:

- Customer has paid the purchase price of the Product or Spare Part in full;
- Installation, commissioning and maintenance of the Product has been performed properly by a person trained and certified by Kempower;
- The defect or fault of the Product or Spare Part is reported to Kempower in accordance with these Warranty terms and conditions; and

- The title and possession of the defective Product, or its part replaced under Warranty, transfers or is transferred to Kempower or an authorized Kempower service partner at Kempower's cost upon replacement, if the Product or part allows such return.

The following **are not covered** by the Warranty:

1. Damages caused by occurrences such as:
 - a. Normal wear and tear or deterioration of the components, including but not limited to wear of Consumables as stated in the Products maintenance manual;
 - b. Circumstances arising after the risk has passed to the Customer;
 - c. Force Majeure conditions;
 - d. Connection to incorrect or faulty mains supply voltage, including voltage surges outside the equipment's specification;
 - e. Overloading;
 - f. Incorrect transport or storage; or
 - g. Non-compliance with applicable safety regulations.
2. Any expenses related to direct or indirect travel costs, such as mileage, daily allowances, or accommodation.
3. Defects caused by non-compliant remote-control messages from the Customer's back-end system, such as OCPP load balancing or equivalent.
4. Interoperability changes to the control software required by new types of vehicles that are introduced to the market after the delivery of the Product.
5. Interoperability changes to the hardware required by new types of vehicles that are introduced to the market after the delivery of the Product or part.
6. Defects arising out of a design, materials or production methods provided, stipulated or specified by the Customer.
7. Purely aesthetic defects and minor defects, that do not affect the functioning or operability of the Product.

The following **may** void the Warranty:

1. Modifications made to the Product without prior written approval from Kempower;
2. Using parts or Spare Parts other than Kempower supplied or approved parts or Spare parts or Consumables for the repair or maintenance of the Product;
3. Not adhering to the user, operation, installation, commissioning and maintenance instructions for the Product;
4. Not installing the latest software updates available within a reasonable time of their release;
5. Repair work done by other than a Kempower authorized service partner; or
6. Installation, commissioning or maintenance tasks on the Product done by a person without a valid training certificate issued by Kempower.

The following **will** void the Warranty:

1. Acts of vandalism to the Product or its parts;
2. Unauthorized opening or uninstalling of the Products;
3. Using the Product for anything other than the purpose specified in the technical documentation and owner's manual;
4. Using the Product in environmental conditions other than the conditions specified in the technical documentation;

5. Subjecting the Product to stronger mechanical impact than specified in its IK rating;
6. Not obeying specified instructions when dimensioning the system (e.g. cable dimensioning);
7. Not obeying the preventive maintenance program and its work instructions;
8. Not addressing environmental factors such as excessive dust in the preventive maintenance schedule;
9. Damages caused by grid instability, grid over/undervoltage, or other grid connection faults;
10. Damage to the cabling caused by machinery, natural events, or equivalent;
11. Damage to the user interface touch screen caused by excessive force;
12. Damage to the charging cables and plugs or Pantographs caused by incorrect use;
13. Cyberattack or equivalent caused by an unprotected communication system; Inability to upgrade the Product's control software because of its location or a disabled communication network. The availability and operation of the communication network is the Customer's responsibility; or
14. Bringing the Product to circulation as a used product.

TO THE FULLEST EXTENT ALLOWED BY LAW, KEMPOWER HAS NO OBLIGATIONS REGARDING THE PRODUCTS OR SPARE PARTS OTHER THAN WHAT IS SPECIFIED IN THIS WARRANTY.

Kempower Satellite

Version 2

The Kempower Satellite DC charging system is the optimal solution for public charging and other sites that need multiple fast charging outputs.

Satellites are connected to Power Unit. One Power Unit can simultaneously provide energy for up to 8 DC charging outputs with 800 VDC systems and up to 6 outputs with Adaptive Voltage systems covering both 400 VDC and 800 VDC charging.

The maximum available charging power of the system is 600 kW, depending on the Power Unit version. Each output can deliver up to 320 kW to the charging Satellite when using the optional 400 A charging cable.

Kempower Satellite is available with CCS1, J3400/NACS and CHAdeMO vehicle connectors, including configurations specifically for NEVI-funded charging sites to provide drivers the flexibility to choose the connector that matches their vehicle.

Maximum charging power

Up to 320 kW

Number of Satellites in the system

1–8