

<b>Customer Legal Name:</b> San Bernardino County		<b>Email Address:</b> Michael.Maynard@res.sbcounty.gov	<b>Telephone No:</b> 909-693-0220
Customer Billing Address 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA 92415		Equipment Location (if other than Billing Address) Parking lot at the corner of 3 <sup>rd</sup> St. and North Mountain view Ave., San Bernardino CA	
<b>EQUIPMENT DESCRIPTION:</b> (EV Flex, EV Flex Lite, EV Fleet, EV Fast, Etc.)			
<b>Network</b>		<b>Network Plan</b>	
<input checked="" type="checkbox"/> <b>Public Network</b>		<input checked="" type="checkbox"/> <b>Pay Per Use</b>	
<input type="checkbox"/> <b>Private Network</b>		<input type="checkbox"/> <b>All-Access (Private Networks Only)</b>	
0.32 <b>\$/kWh Billing Rate</b>		<b>Hybrid Pricing</b>	
0.20 <b>\$/min Billing Rate</b>		<b>Monthly Access Fee</b>	
		<b>\$/kWh Billing Rate</b>	
		<b>Per End User</b>	
		<b>Per Port</b>	
<b>Comments:</b> Total charging session has 4 hour limit. First 4 hours from first connected to charging station billed at \$0.32/kWh. After the first four hours and EV is still connected to EVSE, a 10 minutes grace period is given until parking fees incur at \$0.20/minute \$48 max parking fee (penalty)			

## TERMS AND CONDITIONS

This Loop Network Access Agreement ("Agreement"), is made between Loop Global Inc. (herein "Loop"), Alliance Electrical Systems, Inc. (the "Loop Network Partner") and the above-listed "Customer". Customer agrees to participate in this Agreement for the purpose of accessing the Loop Network and enabling Loop and the Loop Network Partner to provide ongoing management, operation and service to the Customer Site's electric vehicle charging station network.

**1. TERM:** The term of this Agreement from July 1, 2023 through June 30, 2024. The term of this Agreement will be ("12") months ("Initial Term"). Loop shall provide written notice of the EVSE Activation Date to the Customer on the same day the equipment is activated. Customer may terminate this Agreement without cause upon 30 days' written notice.

**2. EXTENSION:** Upon expiration of the Initial Term, this Agreement shall only be extended by written agreement of the Parties. Each Party shall exercise best efforts to inform the other Party of its desire to extend the Initial Term at least thirty (30) days' prior to the expiration date.

**3. LOOP REQUIREMENTS, OBLIGATIONS AND RIGHTS:** Loop shall oversee and manage all user access, billing and fee collection activities during the Agreement Term. Loop and the Loop Network Partner will provide ongoing customer service and Standard Warranty support throughout the duration of the Agreement Term. Periodic software updates and upgrades are covered under the Standard Warranty throughout the duration of the Agreement Term and shall be made available to the Customer at the discretion and recommendation of Loop. Loop's customer support team can be contacted by submitting a customer service ticket through the Loop mobile app, or by phone at 1-888-385-6671 (1-888-EVLOOP1) during the business hours of 8:00 AM- 5:00 PM PT Monday-Friday, or by email at support@loopglobal.com 24 hours per day, 7 days per week.

**4. CUSTOMER REQUIREMENTS, OBLIGATIONS, AND RIGHTS:** Customer represents and warrants that it is the owner of the Customer's Site or has the right or express written authority to sign on behalf of the Site. Customer hereby grants Loop, the Loop Network Partner and its subcontractor(s) reasonable access to Customer's Site to commission, activate, operate and service the EVSE. Customer is obligated to pay the electricity costs for the EVSE at the Customer's Site and maintain a good standing with its electric utility provider throughout the duration of the Agreement Term. Customer shall not remove EVSE equipment or replace hardware installed by Loop, the Network Partner or its subcontractors throughout the duration of the Agreement Term. Customer further agrees to assign the rights to claim any Low Carbon Fuel Standard credits ("LCFS"), Renewable Energy Credits ("REC") and Renewable Identification Numbers ("RIN") to Loop from the use of the EVSE at the equipment location, Site, identified at the top of the Agreement, for the duration of the Agreement Term to further offset the cost of providing ongoing operation and service to the Customer's EVSE network. Customer shall notify Loop of any vandalism, malfunction or suspected malfunction of the EVSE or the Loop Network.

**5. LOOP NETWORK TYPE AND NETWORK PLAN:** Loop and the Loop Network Partner will configure and operate the Loop Network at the Customer's Site in accordance with the Network Type and Network Plan options selected in the table above:

a. If "Private" Network Type is selected by the Customer, the EVSE and the Loop Network at the Customer's Site will only be accessible to End Users that register to the Site and are granted access by Loop or the Customer.

b. If "Public" Network Type is selected by the Customer, the EVSE and the Loop Network at the Customer's Site will be accessible to any End User. Customer shall ensure access to the EVSE is not restricted to End Users to maintain 'Public' status.

c. If "Pay Per Use" Network Plan is selected by the Customer, the Loop Network will be configured to charge End Users for each kilowatt-hour consumed during a charging session ("Customer Revenues") in accordance with the cost per kilowatt-hour rate ("\$/kWh Billing Rate") indicated in the table above. In addition to collecting the Customer Revenues, Loop will also charge a one-dollar ("\$1.00") Activation Fee directly to the End User upon activation of each charging session that is separate from the Customer Revenues as proceeds directly to Loop.

d. If "All-Access" Network Plan is selected by the Customer, the Loop Network will be configured to charge End Users a fixed monthly fee ("Monthly Access Fee") to have unlimited access and use the Customer Site's EVSE and Loop Network without incurring additional per-session fees. Note: The 'All-Access' plan is only applicable to 'Private' Network type configurations.

e. If "Hybrid Pricing" Network Plan is selected by the Customer, the Loop Network will be configured to charge End Users for each kilowatt-hour consumed during a charging session ("Customer Revenues") in accordance with the cost per kilowatt-hour rate ("\$/kWh Billing Rate") indicated in the table above. Additionally, a fifteen dollar ("\$15.00") per month Network Access Fee per port will be billed directly to the Customer if the Customer selects the 'Per Port' option in the table above; or a fifteen dollar ("\$15.00") per month Network Access Fee per End User will be billed directly to the End User if the Customer selects the "Per End User" option in the table above. Note: The 'Per End User' plan is only applicable to 'Private' Network type configurations.

**6. CUSTOMER REVENUES AND DISBURSEMENTS:** Loop will bill, collect and disburse all Customer Revenues and Monthly Access Fees (collectively "Pending Revenues") in accordance with the following terms:

a. If "Pay Per Use" Network Plan is selected by the Customer, Loop will disburse to the Customer, on a quarterly basis, the balance of all Pending Revenues from the previous quarter after removing a ten percent ("10%") Transaction Fee of each \$/kWh to cover operation, administration and credit card processing fees.

b. If "All Access" Network Plan is selected by the Customer, Loop will disburse to the Customer, on a quarterly basis, the balance of all Pending Revenues from the previous quarter after removing a fifteen dollar ("\$15.00") Network Access Fee per active End User per month to cover operation, administration and credit card processing fees.

c. If "Hybrid Pricing" Network Plan is selected by the Customer, Loop will disburse to the Customer, on a quarterly basis, the balance of all Pending Revenues from the previous quarter after removing a ten percent ("10%") Transaction Fee of each \$/kWh to cover operation, administration and credit card processing fees.

d. The balance of Pending Revenue disbursements will be issued on the following dates and will be inclusive of the remaining collected proceeds from the previous ("3") months: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and November 1<sup>st</sup>.

**7. INDEMNIFICATION:** Loop agrees to indemnify, release, defend and hold the Customer harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses arising out of or related to (i) Loop's gross negligence or willful misconduct relating to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of the EVSE, (ii) Loop's material breach of this Agreement, or (iii) Loop's failure to procure insurance in accordance to Section 8.

**8. INSURANCE, RISK OF LOSS:** Customer bears all risk of loss or damage to the EVSE from its order and throughout the Agreement Term ("Risk Period"). During the Risk Period, Loop encourages customer to maintain property and liability insurance on the EVSE, naming Loop loss payee and additional insured. Customer agrees to provide Loop with insurance certificates evidencing the required coverage. If proof of such insurance is not provided, Loop may secure insurance on the EVSE to cover Loop's interests (and only Loop's interests).

Loop agrees to provide insurance set forth in accordance with the requirements herein. If Loop uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements Loop agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, Loop shall secure and maintain throughout the Agreement term the following types of insurance with limits shown:

**8.1 Workers' Compensation/Employer's Liability -** A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Loop and all risks to such persons under this Agreement. If Loop has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance.

8.2 Commercial/General Liability Insurance - Loop shall carry General Liability Insurance covering all operations performed by or on behalf of Loop providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: (a) premises operations and mobile equipment (b) products and completed operations (c) broad form property damage including completed operations (d) explosion, collapse, and underground hazards (e) personal injury (f) contractual liability and (g) \$2,000,000 general aggregate limit.

8.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owner automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Loop is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Loop owns no autos, a non-owned auto endorsement to the General Liability Policy described above is acceptable.

8.4  
(a) Professional Liability-Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or  
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits  
or  
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the Customer.

(b) If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

8.5 Umbrella Liability Insurance- An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

8.6 Additional Insured- All policies except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured Form B endorsement form ISO CG2010.11.85.

8.7 Waiver of Subrogation Rights- Loop shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Loop and Loop's employees or agents from waiving the right of subrogation prior to a loss or claim. Loop hereby waives all rights of subrogation against the Customer.

8.8 Policies Primary and Non-Contributory-All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

8.9 Severability of Interests- Loop agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Loop and the Customer or between the Customer and any other insured or additional insured under the policy.

8.10 Proof of Coverage- Loop shall furnish Certificates of Insurance to the Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and Loop shall maintain such insurance from the time Loop commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Loop shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

8.11 Deductibles and Self-Insured Retention-Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

8.12 Failure to Procure Coverage- In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by Loop or Customer payments to Loop will be reduced to pay for Customer purchased insurance.

8.13 Insurance Review- Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the Customer. In addition, if the Department of Risk Management determines that

heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized but not required to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Customer, inflation, or any other item reasonably related to the Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Loop agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Customer.

9. **DEFAULT:** If Customer breaches any terms of this Agreement, or any other agreement between Customer and Loop or the Loop Network Partner, Customer will be in default. It shall also be a default under this Agreement if Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt or permits a receiver to be appointed for its business. In the case of a Default, Loop and the Loop Network Partner, provide notice to Customer of default and provide Customer with twenty (20) days to cure such Default. In the event Customer does not cure the breach within such twenty (20) day period, Loop and the Loop Network Partner may cease all ongoing operation.

If Loop breaches any terms of this Agreement, or any other agreement between Customer and Loop or the Loop Network Partner, Loop will be in default. It shall also be a default under this Agreement if Loop becomes insolvent, files a voluntary petition in bankruptcy makes an assignment for the benefit of creditors, is adjudicated bankrupt or permits a receiver to be appointed for its business. In the case of a Default Customer will provide notice to Loop and/or the Loop Network Partner of the default and provide Loop with twenty (20) days to cure such default. In the event Loop and/or the Loop Network Partner does not cure the breach within such twenty (20) day period, any and all obligations of Customer to Loop and the Loop Network Partner will cease.

10. **DATA PROTECTION:** Loop acknowledges that it may have access to certain of Customer's and its End Users' personal identifiable information ("PII") for the purposes set forth in this Agreement. If any data is made available or accessible to Loop, its employees, agents or contractors, pertaining to Customer's business or financial affairs, or to Customer's electric vehicle charging network, transactions, clients or customers, Loop will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in the Loop App Terms and Conditions and Privacy Policy for the benefit of Customer. Loop will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII"), including California Consumer Privacy Act ("CCPA") compliance and data privacy with respect to any such data that Loop receives or has access to under the Loop App Terms & Conditions or in connection with the performance of any services for Customer. Loop will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under the Loop App Terms & Conditions and Privacy Policy or as authorized by the data subject or in accordance with applicable law. To the extent that Loop receives PII related to the performance of the Customer's electric vehicle charging network, Loop will protect the privacy and legal rights of Customer's personnel, clients, customers and contractors.

11. **ASSIGNMENT:** This Agreement will be binding on all parties and their respective successors, legal representatives, and permitted assigns. Loop may assign this Agreement without prior Customer approval due to operation of law, corporate reorganization, consolidation, merger, or sale of all of its assets provided that advance notice is given to the Customer. Assignment on any other grounds must be approved by the Customer.

12. **NOTICES.** Any notice, demand, consent or request for consent under this Agreement must be written and sent to the parties at the addresses specified above (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand delivery. Notices will be effective when sent, unless otherwise specified in this Agreement.

13. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY CONTAINED IN EXHIBIT A, LOOP MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE EVSE OR ANY OTHER MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. **CHOICE OF LAW:** THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW. CUSTOMER CONSENTS TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN CALIFORNIA AND WAIVE ANY RIGHTS TO A TRIAL BY JURY.

15. **MISCELLANEOUS:** This Agreement is the parties' entire agreement and can be amended only in writing signed by all parties. This Agreement may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon Customer for all purposes. This Agreement is not binding on us until Loop and the Loop Network Partner signs it. Customer agrees not to raise as a defense to the enforcement of this Agreement that it was executed or transmitted to Loop by electronic means.

#### 16. DEFINITIONS:

**Agreement Term** - Initial Term plus any and all Renewal Terms.

**Electric Vehicle Supply Equipment ("EVSE")** - means the system upgrades which includes, but is not limited to, electric vehicle charging station(s), transformer upgrade, service wire, conduit and other secondary materials.

**Loop Network Partner** - means the contractor who is responsible for performing the EVSE system upgrades and upholding the Labor Warranty and performing on-site service and maintenance on an as-needed basis.


**Loop Network** - means the charger management software network and Loop mobile application for controlling access to and operation of the Loop charging stations.


**Site** - means the location in which the EVSE is installed and the Loop Network will be operated.  
**Customer Revenues** - means the revenues that are generated and collected by Loop from the operation of the EVSE and Loop Network at the Customer's Site.  
**Network Access Fees** - means the fixed monthly cost due by the Customer or the End User to get access to the Loop Network.  
**Charge Session** - means the act of the End User unlocking the EVSE, using it to fuel their vehicle and pay for the kilowatt-hour consumed or time elapsed upon completion.  
**Activation Fee** - means the initial fee charged by Loop to the End User immediately upon activation of a charge session under the Pay Per Use Network Plan.  
**Transaction Fee** - means the percentage ("%") Loop deducts from the Pending Revenues collected by Loop.  
**End Users** - means the electric vehicle drivers who use the EVSE and the Loop Network to charge their vehicles.

**Low Carbon Fuel Standard credits ("LCFS")** - means the market based incentive credits that are generated by reducing carbon emissions while charging using Loop EVSE. Also known as Renewable Energy Credits ("REC") or Renewable Identification Numbers ("RIN").  
**Loop App Terms & Conditions** - The terms and conditions policy for End Users who use the Loop EVSE and the Loop Network on the Loop mobile app.  
**Privacy Policy** - The privacy policy for End Users who use the Loop EVSE and the Loop Network

## SAN BERNARDINO COUNTY

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

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

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

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

## CHAIR OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title \_\_\_\_\_  
*(Print or Type)*


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

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

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


## FOR COUNTY USE ONLY

Approved as to Legal Form

 \_\_\_\_\_  
Julie Surber, Principal Asst. County


Date \_\_\_\_\_

Reviewed for Contract Compliance

 \_\_\_\_\_  
René Glynn, Supervising Project Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

 \_\_\_\_\_  
Don Day, Director PFMD

Date \_\_\_\_\_