

Forum Charging Services Agreement
General Terms and Conditions

1. DEFINITIONS AND INTERPRETATION. Initially-capitalized terms used in this Agreement shall have the meanings specified herein or in the Cover Sheet to which these General Terms and Conditions apply. As used in this Agreement, the masculine gender shall include the feminine and neuter and the singular number shall include the plural, and vice versa. Unless expressly stated otherwise, references to a person or entity includes its successors and permitted assigns. References to “days” shall mean calendar days, unless the term “Business Day” is used in which case, “Business Day” means every day other than a Saturday, Sunday or a day on which banks are required or authorized by law or executive order to close in the State of California. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day. Where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; the words “herein,” “hereunder,” “hereof” and “this Agreement” refer to this Agreement, taken as a whole, and not to any particular provision of this Agreement; “including” means “including, for example and without limitation,” and other forms of the verb “to include” are to be interpreted similarly. All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made. Any term defined, or provision incorporated in this Agreement by reference to another document, instrument or agreement shall continue to have the meaning or effect ascribed thereto whether or not such other document, instrument, or agreement is in effect.

2. EFFECTIVE DATE, TERM

2.1 Effective Date. This Agreement is effective as of the Effective Date identified on the applicable Cover Sheet and shall continue until all Parties have performed their respective obligations hereunder.

2.2 Term. Subject to Section 2.3, the Initial Term of this Agreement is as set forth in the Cover Sheet. After the Initial Term, the Term will automatically extend annually on each anniversary of the Charge Start Date (each such extension an “**Extended Term**” and collectively with the Initial Term, the “**Term**”) unless either Party issues written notice to the other Party at least six (6) months prior to the expiration of the then applicable Term electing to not renew the Agreement. Unless the Parties agree otherwise in writing, the Subscription Fee during each Extended Term shall equal One Hundred and Twenty-Five Percent (125%) of the most recent Subscription Fee charged to Customer.

2.3 Condition to Start of Initial Term. Promptly following the Effective Date and in any event no later than thirty (30) days prior to the Charge Start Date, Customer shall provide such information and assistance to Forum as is necessary, appropriate, or otherwise requested by Forum to facilitate causing the Customer Vehicles to be capable of being charged by the Charging Equipment and for the Customer Vehicles being interoperable with the Charging Equipment. Customer shall provide such assistance as is reasonably requested by Forum to cause the manufacturer of the

Customer Vehicles to cooperate with Forum in connection with achieving the foregoing. If, notwithstanding the Customer’s compliance with its obligations under this Section 2.3, Forum is unable, by the Charge Start Date, to cause any Customer Vehicles to be able to be charged by the Charging Equipment at the Service Location or the Customer Vehicle is otherwise not interoperable with the Charging Equipment, then Forum shall notify the Customer to that effect and the applicable Customer Vehicle will not be eligible to receive Charging Services under this Agreement. If no Customer Vehicles are eligible to receive Charging Services under this Agreement, Forum shall on written notice to Customer terminate this Agreement. Following such termination, Forum shall return any Payment Security and neither Party shall have any further liability hereunder.

3. INCENTIVES AND ENVIRONMENTAL ATTRIBUTES.

Customer acknowledges and agrees that it is not receiving any Environmental Attributes associated with the use of the Services or the electricity delivered to provide the Services and has no right to claim any Vehicle Fuel Credits associated with the use of electric vehicles or the electricity used to charge the electric vehicles. Customer shall provide such affirmations or attestations as Forum may request from time to time, acting reasonably and in good faith, to confirm the foregoing. Further, Customer (i) acknowledges that Forum may seek to participate in any Incentive Programs and Grid Support Programs and (ii) shall provide such assistance and support, including interacting with governmental authorities and representatives, as Forum may request, so that Forum may qualify for participation in any such Incentive Programs or Grid Support Programs. If Customer is required to be the grantee or beneficiary thereunder, then Customer shall assign to Forum the right to receive such incentives or otherwise cause such amounts to be paid or remitted to Forum or its designee based on the requirements of the applicable Incentive Program or Grid Support Program.

(a) “**Environmental Attributes**” means any and all credits (including renewable energy credits (RECs)), credit certificates, benefits, emissions reductions, environmental air quality credits, offsets, and allowances, howsoever entitled, directly attributable to vehicle emissions, electricity generation or electricity usage, and its displacement of conventional energy generation or usage, whether existing now or arising in the future. Environmental Attributes include: (1) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (Sox), nitrogen oxides (Nox), carbon monoxide (CO), and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions.

(b) “**Vehicle Fuel Credits**” means any and all credits (including those available under the California Low Carbon Fuel Standard as set forth in 17 Cal. Code Regs. Section 95480 et. Seq. and each successor regulation, as may be subsequently amended, modified, or restated from time to time, and the Renewable Fuel Standard Program under the Energy Policy Act of 2005 and the

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Energy Independence and Security Act of 2007 and its implementing regulations, including 40 C.F.R. Part 80, Subpart M as amended, restated or supplemented from time to time), credit certificates, benefits, emissions reductions, environmental air quality credits, offsets, and allowances, howsoever entitled, directly attributable to the use of electricity as a fuel for transportation vehicles.

(c) **“Incentive Program”** means any local, state, or federal governmental program, or program offered by any other public or private entity intended to pay for all or a portion of electric vehicles, encourage their use, or assist in developing and paying for electric vehicle charging infrastructure, including tax credits, depreciation, direct payments and other financial incentives.

(d) **“Grid Support Program”** means programs pursuant to which certain electric grid support can be provided through the use of the electric vehicles connected to a charging location.

4. SERVICES. **“Services”** means those charging services provided by Forum under this Section 4.

4.1 Charging Services. During the Term, Customer shall have the right to have an Customer Vehicle be charged at a parking spot designated by Forum (a **“Charge Stall”**) with an electricity dispenser connected to a charger (**“Charging Services”**) under this Agreement consistent with the Subscription Type designated on the Cover Sheet. Subject to the conditions set forth herein, Customer Personnel shall have access to the locations at which Forum offers the Charging Services as identified on the Cover Sheet (the **“Service Locations”**) as necessary to receive Charging Services. Customer understands and agrees that the Charging Services shall only be for the Customer Vehicles identified on the Cover Sheet and that Customer Personnel shall not use Charging Services for any other purpose.

4.2 Idle and Improper Use of Charge Stall. In the event that any Customer Personnel(i) has a vehicle parked at the Service Location outside of the Charge Hours associated with its Subscription Type or (ii) if Customer has an assigned Charge Stall for its associated Subscription Type, has a vehicle parked in a Charge Stall other than its assigned Charge Stall, the Customer will be charged the Idle Fee for each minute during which the applicable vehicle is in the Charge Stall. If Customer incurs more than ten (10) cumulative hours in a month, Customer shall be in Default of this Agreement.

4.3 Service Location Access.

(a) License. Subject to Customer’s compliance with this Agreement, Forum grants to Customer, its employees, workers, agents and contractors (collectively, **“Customer Personnel”**) a non-exclusive and revocable limited license to enter upon, together with the right of ingress and egress to and from, the Service Location(s), solely for the purposes and subject to the limitations and requirements set forth in this Agreement.

(b) Site Access Conditions. Forum maintains site access conditions and safety procedures for accessing the Service Location on its website at www.forummobility.com/safety and additional site access conditions may be posted at the Service Locations (collectively, the **“Site Access Conditions”**). Customer

Personnel are responsible for being familiar with the Site Access Conditions and complying with the same as they may be updated from time to time. Forum will use reasonable efforts to notify Customer when the Site Access Conditions have been updated by issuing a notice to that effect through the Technology. Any failure of Customer to receive such notices shall not excuse Customer Personnel from complying with the updated Site Access Conditions. Customer Personnel are responsible for being aware of and complying with any such additional access conditions.

(c) Violations of Site Access Conditions. In the event that any Customer Personnel violates the Site Access Conditions, Forum may at its sole discretion, on written notice to Customer, suspend or terminate Customer’s right to access the Service Locations or suspend specific Customer Personnel from such access. Such suspension of access due to violations of the Site Access Conditions shall not entitle Customer to any credit or reductions in amounts owed under this Agreement.

4.4 Technology. During the Term, Customer Personnel shall have the right to use Forum’s Technology subject to Section 10. Customer is responsible for ensuring that only authorized users have the necessary login credentials to use the Services and unless unauthorized usage results from a failure by Forum to comply with its cybersecurity obligations set forth in Section 14, Customer shall be responsible for all usage occurring through Customer’s account on the Technology.

4.5 Charge Metering. Each Service Location will meter electricity usage while any Customer Personnel are charging each Customer Vehicle in accordance with the requirements of applicable laws. The metered electricity usage data will be made available to Forum and the Customer through the Technology.

5. ACKNOWLEDGEMENTS, WAIVERS AND RELEASE.

5.1 Electricity. Customer hereby acknowledges and agrees that:

(a) the electricity is being delivered by the local electric utility pursuant to tariffs made available to Forum at each applicable Service Location. Forum makes no representation or warranty to Customer concerning the source of electricity used for providing charging services;

(b) Forum has no liability to Customer for any damage the electricity provided by the local electric utility may cause; and

(c) Forum has no liability to Customer for any failure of the local electric utility to provide electricity to any particular location at any time.

5.2 Vehicle Relocation.

(a) Customer hereby acknowledges, agrees and consents to Forum taking commercially reasonable actions to move, tow or otherwise relocate any vehicle located at the Service Location following termination of this Agreement or as reasonably necessary to address any emergency that threatens damage, harm or injury to people or property.

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(b) If Customer has elected to receive Services that are qualified on the Cover Sheet as being “with Attendant” then Customer shall provide Forum with the keys to the Customer Vehicle. In such event, Customer hereby acknowledges, agrees and consents to Forum having its authorized personnel move Customer’s vehicles at a Charging Location as necessary or appropriate to permit efficient use of the available charging stations.

(c) If Customer has elected to receive Services that are qualified on the Cover Sheet as being “Dedicated with Attendant” then, subject to the following sentence, Forum will use reasonable commercial efforts to cause each of Customer’s Customer Vehicles to be charged over the applicable Charge Hours with the overall intent to equalize the state of charge of each Customer Vehicle at the end of the Charging Hours. If Customer does not provide Forum with the keys to each of the Customer Vehicles, then Forum shall have no obligation to Customer under this Section 5.2(c).

(d) If Customer has elected to receive Services that are qualified on the Cover Sheet as being “Shared with Attendant” then, subject to the following sentence, Forum will use reasonable commercial efforts to cause each of Customer’s Customer Vehicles to be charged over the applicable Charge Hours with the overall intent to equalize, at the end of the Charging Hours, the state of charge of each of Customer’s Customer Vehicles and the other customer(s) who are also receiving Services at the Service Location that are qualified as “Shared with Attendant”. If Customer does not provide Forum with the keys to each of the Customer Vehicles, then Forum shall have the right to have the Customer Vehicle moved from the Charging Stall and Customer will incur Idle Fees until it is removed from the Service Location or the keys are provided.

5.3 Damage. Customer hereby acknowledges and agrees that Forum shall not be responsible for (i) damage or loss to possessions or items left in the Customer’s vehicle or (ii) damage to Customer’s vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the Service Location and surrounding area except to the extent that such damage is caused by Forum or its agents or representatives gross negligence or willful misconduct. The foregoing waiver includes any damage resulting from Forum moving, towing or otherwise relocating a vehicle in accordance with Section 5.2. Customer agrees to assume responsibility for the risk of property damage while Customer’s vehicle is located at the Service Location. CUSTOMER AGREES TO RELEASE, WAIVE, DISCHARGE LIABILITY FOR AND COVENANTS NOT TO SUE FORUM, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FOR DAMAGE TO ITS VEHICLES OCCURRING AT A SERVICE LOCATION, ANY LOSS OF OR DAMAGE TO CARGO OR ANY LOSS OF OR DAMAGE TO ITEMS OR POSSESSIONS IN OR CARRIED BY CUSTOMER’S VEHICLES.

5.4 Technology.

(a) Forum Technology. The Charging Equipment and Technology used to provide Services will be updated from time to time. Customer hereby acknowledges and agrees that it is responsible for implementing updates to the Technology and that

failure to so implement such updates may result in the inability of Customer’s Customer Vehicles to charge at Forum’s Service Locations. Forum shall have no liability with respect to Customer’s failure to charge its Customer Vehicles at Forum’s Service Locations as a result of Customer’s failure to implement Technology updates. In the event that any updates result in the inability of Customer to charge its Customer Vehicles, Section 5.4(b) below shall apply.

(b) Compatibility with Customer Technology. Customer hereby acknowledges and agrees that it is responsible for providing notice of and information regarding any updates to the software and/or firmware installed in the Customer Vehicles(s). Customer shall use reasonable efforts to provide such information within three (3) Business Days following any such update. Forum will exercise commercially reasonable efforts to enable and/or restore the compatibility and interoperability of the software and firmware used to charge the Customer Vehicles. Forum shall have no liability with respect to Customer’s inability to charge its Customer Vehicles at Forum’s Service Locations as a result of any updates to the software or firmware installed in the Customer Vehicles. Customer shall provide such assistance as is reasonably requested by Forum to cause the manufacturer of the Customer Vehicles to cooperate with Forum in connection with causing the software and firmware used to charge the Customer Vehicles to be compatible and interoperable. The failure of the Charging Equipment to be compatible or interoperable with the Customer Vehicles as a result of any change in the software or firmware installed in the Customer Vehicles shall not excuse, discharge or delay Customer’s obligations under this Agreement.

6. **INVOICING AND PAYMENT TERMS**

6.1 Invoices. Forum will deliver to Customer invoices (each, an “**Invoice**”) on a monthly basis on or about the fifteenth (15th) of each month. Each Invoice will include (i) the Subscription Fee, (ii) any Charging Fees (iii) any Idle Fees based on the rates set forth on the Cover Sheet, and (iv) applicable Taxes (the “**Total Use Fee**”). Prior to the Charge Start Date, Customer shall pay the first Subscription Fee. Subscription Fees are payable in advance; Charging Fees and Idle Fees are payable in arrears.

6.2 Payments. Customer is required to provide payment information to authorize Forum to automatically draw payments for Customer’s specified payment account. Payments will be drawn following issuance of the Invoice (the “**Payment Date**”). If the draw is not honored on the Payment Date, Customer will be assessed a \$35 administrative fee to reprocess the payment and amounts due shall accrue interest at the lesser of the ten percent (10%) per annum or the maximum rate allowed under applicable law (the “**Interest Rate**”). Forum will attempt to draw the payment at least twice before suspending service for non-payment.

6.3 Disputed Amounts. In the event any portion of any Invoice is in dispute, Customer shall (i) pay all undisputed amounts and (ii) provide Forum with written notice of the disputed amount and the basis of such dispute within thirty (30) days after the Payment Date. The Parties shall use reasonable efforts to amicably and promptly resolve any dispute. Upon determination of the correct billing amount, the proper adjustment shall be paid promptly after such

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determination, with interest at the Interest Rate, computed from the date the disputed amounts were due and the date such disputed amounts were paid. Payment of any Invoice will not waive or otherwise prejudice Customer's right to dispute the invoiced amount.

6.4 **Taxes.** Customer shall reimburse Forum for (or pay directly, but only if instructed by Forum) all taxes, fees, surcharges and assessments that may be imposed by any governmental or quasi-governmental authority having jurisdiction over Customer's receipt of Services (collectively, "**Taxes**") as such Taxes may change from time to time; provided, however, that Customer shall not be liable for any such Taxes imposed or measured by Forum's net income or tax preference items. To the extent Forum is required to collect such Taxes, Forum will include the same in the Invoices.

7. DISRUPTIONS IN SERVICE. Forum will utilize Technology on its facilities that may dictate the rate of dispensed electricity and may otherwise control when charging occurs, provided that charging will be completed in accordance with any specific requirements set forth on the Cover Sheet under "Customer Vehicles." Customer acknowledges and agrees that Forum has no liability for (i) any failure of any Customer Vehicle to charge, (ii) the failure of electricity to be available to charge Customer Vehicles, (iii) any failure of equipment at any Service Location, (iv) a Service Location being unavailable to provide Services or inaccessible, or (v) other disruption in the receipt of Services except to the extent resulting solely from the gross negligence of willful misconduct of Forum. In the event that Customer is unable to receive the Services in accordance with this Agreement and Customer believes such inability was solely the result of Forum's gross negligence or willful misconduct, Customer must notify Forum in writing within fifteen (15) days of the unavailability of such Services. Failure to notify Forum in writing within such thirty (30) day period constitutes a waiver of Customer's right to make any claim for such unavailability. Following receipt of written notice from Customer, Forum shall diligently investigate the cause and the duration of the unavailability. If it resulted from Forum's gross negligence or willful misconduct, Forum will, as Forum's sole and exclusive liability for the unavailability of the Services, credit to Customer a prorated amount of the Subscription Fee determined by Forum based on the duration and scope of the unavailability. In Forum's sole discretion, Forum may make Services available to Customer from an alternate Service Location(s) within a ten (10)-mile radius of the Service Location as identified on the applicable Cover Sheet. To the extent that Forum makes available to Customer Services available from an alternate Service Location within such distance, Forum shall have no liability for such unavailability.

8. REPRESENTATIONS AND WARRANTIES.

8.1 **Representations of Both Parties.** Each Party hereby represents and warrants to the other Party as of the Effective Date that (a) it is duly organized, validly existing, and in good standing under the laws of the state of its formation; (b) the execution and delivery by it of, and the performance of its obligations under, this Agreement and each other related instrument or document (collectively, the "**Fundamental Agreements**") (i) have been duly authorized by all

necessary action, and (ii) do not contravene any provision of, or constitute a default under, its organizational documents, any indenture, mortgage, or other material agreement binding on it or any valid order of any court, regulatory agency, or other body having authority to which it is subject; and (c) each Fundamental Agreement constitutes the legal and valid obligations of it, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or laws relating to or affecting creditors' rights generally, and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

8.2 **Representations of Forum.** Forum represents and warrants to Customer (i) that each Service Location is operated and maintained in a safe and reliable manner, consistent with applicable laws, and (ii) it has the necessary and appropriate rights to the Technology to grant the license to Customer pursuant to **Section 10.1**.

8.3 **Representations of Customer.** Customer represents and warrants to Forum that (i) Customer has obtained all governmental approvals necessary for it to enter into and perform each Fundamental Agreement; (ii) that each individual using any Service Location on Customer's behalf will be familiar with and adhere to the Safety Requirements; (iii) Customer will take all necessary and appropriate steps to keep its login credential for the Technology confidential; and (vi) all information Customer provides to Forum through the Technology will be true, accurate, and complete in all material respects.

9. TERMINATION.

9.1 **Default.** Either Party may suspend or terminate this Agreement due to a Default by other Party. "**Default**" means that a Party (i) fails to make any payment when due and such payment is not made within five (5) Business Days after receipt of written notice of such failure to pay, (ii) fails to perform any other obligation in accordance with the requirements of this Agreement and such failure is not remedied within thirty (30) days following receipt of written notice of such failure, (iii) becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up, or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party that has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within thirty (30) days following receipt of a written notice from the non-defaulting Party demanding such cure or (iv) with respect to Customer, a Default described in Section 4.2.

9.2 **Remedies.**

(a) If Customer terminates this Agreement due to a Default by Forum, then Customer shall pay to Forum the prorated portion of the Subscription Fee and for any Charging Fee and Idle Fees accrued through the date of termination, including any annual fees calculated on a prorated basis. Forum shall have no further liability to Customer arising from such Default.

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(b) If there is a Default by Customer, then Forum may, in its sole discretion, exercise one or more of the following remedies: (a) suspend this Agreement; (b) terminate this Agreement; (c) proceed by court action to enforce performance by Customer of this Agreement and/or to recover all damages and expenses incurred by Forum by reason of any Default; or (d) exercise any other right or remedy available to Forum at law or in equity. Also, Customer shall pay Forum all costs and expenses (including legal fees and cost and fees of collection agencies) incurred by Forum in enforcing any of the terms, conditions or provisions of this Agreement. These remedies are cumulative of every other right or remedy available at law or in equity.

(c) If Forum terminates this Agreement, Forum may on written notice to Customer accelerate all payments due hereunder. On such acceleration, Forum shall submit an invoice to Customer, payable upon receipt, for the product of the Subscription Fee and the remaining Term (including any extensions in effect as of the date of termination). The Parties acknowledge and agree that (a) it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Forum as a result of Customer's breach of the Agreement that led to termination, (b) Forum shall be damaged by Customer as a result of such breach, (c) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, (d) any sums which would be creditable or payable under this Section 9.2(c) are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and (e) such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from each such failure.

9.3 Delays in Availability Service Location. In the event that the Service Location identified on the Cover Sheet is not commercially operational by the Charge Start Date, Forum may, on providing ninety (90) days' written notice to Customer, modify the Charge Start Date to the date that Forum reasonably anticipates that the Service Location will be commercially operational, provided that such date is within twelve (12) months of the Charge Start Date identified on the Cover Sheet. If the Service Location identified on the Cover Sheet is not commercially operational or is not reasonably anticipated to be commercially operational within twelve (12) months after the Charge Start Date identified on the Cover Sheet, then Forum may on ninety (90) days' written notice to Customer terminate this Agreement without further liability. Upon any such termination, Customer shall pay any remaining amounts owed to Forum and, if applicable, Forum shall return any Payment Security following receipt of such payment. Neither Party shall have any further liability to the other following such termination except with respect to obligations under this Agreement that expressly or by necessity of operation survive termination.

10. LICENSE TO USE TECHNOLOGY.

10.1 Grant of License. Effective at the later of the Effective Date or Customer's need to use the websites, applications and other services and platforms Forum makes available to its customers (the "**Technology**"), Forum hereby grants to Customer a non-exclusive, royalty-free, and non-transferable (except as permitted in this

Agreement) limited license (the "**License**"), to use the intellectual property in and to the Technology solely in relation to the Services. The Technology is licensed solely for use in the form delivered to Customer. THE GRANT OF THIS LICENSE DOES NOT CONSTITUTE A WARRANTY THAT ANY SPECIFIC INTELLECTUAL PROPERTY RIGHT (A) EXISTS, (B) WILL CONTINUE IN FORCE, OR (C) WILL REMAIN VALID. Forum reserves all rights in the Technology not expressly granted to Customer in this Agreement.

10.2 Conditions on Use of Technology. In using the Technology, Customer agrees that it: (a) will not access, download, or copy any information contained on the Technology through artificial means, including by using spiders, hacking devices, computer programs, bots, or other such means; (b) will not attempt to gain unauthorized access to the Technology, other user accounts, or other computer systems or networks connected to the Technology; (c) will not use the Technology in any manner that infringes, misappropriates, or violates any third party's rights, including, transmitting any material that may infringe, misappropriate, or violate a third party's rights of publicity, contractual rights, fiduciary rights, or intellectual property rights; (d) will not use the Technology in any way that could interfere with the rights of Forum or the rights of other users of the Technology; (e) will not re-sell or assign its rights or obligations under this Agreement; (f) will not reproduce, duplicate, copy, sell, re-sell, or exploit any Technology; (g) will not create an account or use the Technology if Customer's account previously has been terminated by Forum or if Customer was previously banned from using the Technology; (h) will not register for more than one account or register for an account on behalf of an individual other than Customer; (i) will not impersonate any person or entity or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (j) will not modify, create derivative works of, reverse engineer, decompile, or disassemble the Technology; and (k) will not advocate, encourage, or assist any third party in doing any of the foregoing activities in this Section 10.2. Use of the Technology is void where prohibited.

11. INDEMNIFICATION, INSURANCE, AND RELEASE

11.1 General Indemnification. Subject to Section 11.2, each Party (the "**Indemnifying Party**") agrees to indemnify the other Party (the "**Indemnified Party**") and save it harmless from all losses, liabilities, or claims, including reasonable attorneys' fees and costs of court (the "**Claims**"), from any and all persons, arising from or out of claims of personal injury (including death) or property damage arising from Customer's use of the Services or the Service Location, except to the extent such Claims are the result of the Indemnified Party's negligence, willful misconduct or breach of this Agreement.

11.2 Intellectual Property Rights Indemnification. In the event of any Claims by any persons arising from or out of claims of violation of intellectual property rights for the use of the Technology, Customer shall immediately discontinue use of the Technology until Forum advises otherwise or provides replacement Technology. Upon receipt of written notice to Customer from Forum, Customer shall immediately (i) stop using

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the Technology and (ii) install any updates issued by Forum to its Technology. Forum shall have full control over the settlement and defense of any such Claims. The foregoing is Forum's exclusive liability with respect to Claims arising from the use of the Technology.

11.3 Insurance.

(a) During the Term, all Customer Personnel shall maintain the insurance coverages listed below. The insurance policies must be issued by insurance carriers that are A.M. Best "A"-rated or of equivalent financial strength in Forum's commercially reasonable judgment. Each certificate furnished to Forum must identify the insurance carrier, policy number, and expiration date. Furthermore, the insurance certificates must name Forum as Loss Payee and Additional Insured with primary and non-contributory coverage as applicable with respects to liability and any leased property. All Customer Personnel must provide, or cause its insurance carrier to provide, written notice to Forum of cancellation or modification of the policy at least thirty (30) days in advance.

(i) Commercial automobile liability insurance on an "occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of Customer Personnel and providing insurance for bodily injury and property damage with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence;

(ii) Commercial general liability insurance providing insurance for bodily injury, wrongful death, personal injury, broad form property damage, and contractual liability with minimum limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;

(iii) All risk broad form motor truck cargo legal liability insurance with coverage and limits (both individual and aggregate) covering loss of or damage to cargo and legal liability arising from release of cargo in amounts consistent with industry standards but in any event at least as comprehensive as Customer Personnel's liability undertaking in the underlying contract of transportation; and

(iv) Container, intermodal or trailer interchange insurance for damage to equipment not owned by the Customer Personnel.

(b) All Customer Personnel shall deliver to Forum the insurance policies or copies thereof or certificates of such insurance prior to the use of any Services, and at such other times as Forum may reasonably request.

(c) Customer is responsible for any damage to the Charging Equipment caused by any Customer Personnel. "**Charging Equipment**" shall include all electrical equipment, hardware, signage, and all supporting equipment, and support structures such as concrete pads and protective bollards, and any overhead and underground electrical and communications lines, electric transformers, telecommunications equipment, and all necessary ancillary improvements and equipment providing support or otherwise associated therewith.

(d) Other Insurance Provisions.

(i) The Parties expressly agree that the valid and collectible liability insurance and personal injury protection insurance of the Customer and of any other driver is primary for the limits of liability of the policy.

(ii) Forum does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to the renter, authorized drivers, or any other driver.

(iii) Customer agrees to defend, indemnify, and hold harmless Forum from any loss, damage, fine expense (including reasonable attorneys' fees and legal costs), action, and claim for injury to persons (including death) or damage to property that Forum may incur arising out of Customer's failure to maintain the insurance coverages required by this Agreement. In addition, Customer, on behalf of Customer's insurer, expressly waives all subrogation rights against Forum, and if a subrogation action is brought by Customer's insurer, Customer agrees to defend, indemnify, and hold Forum harmless from that action.

12. **PAYMENT SECURITY.**

12.1 Delivery of Payment Security. If Payment Security is required on the Cover Sheet, Forum shall deliver to Customer an invoice for the Payment Security identified on the Cover Sheet. Customer shall pay such invoice to Forum on or before the Charge Start Date, subject to the following requirements:

(a) Unless otherwise specified on the Cover Sheet, such Payment Security shall be in the form of a cash deposit (a "**Deposit**"); and

(b) Forum shall have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any cash it holds, free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer.

12.2 Use of Payment Security. Without limiting the foregoing, Forum will exercise reasonable care to assure the safe custody of all cash held by it as the Deposit to the extent required by applicable law, and in any event Forum will be deemed to have exercised reasonable care if it exercises at least the same degree of care as it would exercise with respect to its own property. Except as specified in the preceding sentence, Forum will have no duty with respect to cash, including, without limitation, any duty to enforce or preserve any rights pertaining thereto. To the extent Forum applies the Deposit to any amounts owed by Customer, Forum shall provide written notice to that effect to Customer and Customer shall replenish the drawn amount within ten (10) Business Days following receipt of such notice. Within ten (10) Business Days following termination of this Agreement and payment of any outstanding amounts (or the resolution of any disputes associated therewith), Forum will return any remaining portion of the Deposit. Unless otherwise required by law, Customer will not be entitled to any interest on the Deposit, and such amounts will be credited towards the administrative cost of holding and administering the Deposit.

13. CONFIDENTIALITY

13.1 Definition. “**Confidential Information**” means (a) all information of a Party (or information of another party which such Party has in its possession), including business and marketing plans, pricing and costing policies, contracts, projections, customer, client and supplier lists, any data relating to past, present, and prospective customers, and any and all other materials and information relating to or dealing with the business operations or activities of such Party, regardless of whether such information was or is transmitted orally, in writing, electronically, or in whatever other form, or whether such information was or is tangible or intangible or obtained from observation, (b) all information developed or obtained by a Party in connection with the performance of this Agreement, and (c) any other information expressly designated by a Party or this Agreement as “Confidential Information.”

13.2 Use; Nondisclosure. (a) Confidential Information shall be used by a Party only to perform its obligations and responsibilities under this Agreement, or to exercise rights under this Agreement, and for no other purpose, and (b) such Party shall maintain all of the other Party’s Confidential Information in strictest confidence using, at a minimum, reasonable care and shall not disclose Confidential Information to third parties without the disclosing Party’s prior written consent.

13.3 Exceptions. A Party shall have no obligation under Section 13.2 with respect to information that (a) is or becomes publicly available other than as a result of a disclosure by such Party, or (b) is disclosed to a Party by a third party and is not bound by a confidentially agreement or other duties of confidentiality.

13.4 Compelled Disclosure. Notwithstanding the restrictions in Section 13.2, a Party may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for a Party to protect its interest in this Agreement, but in each case only after such Party has been so notified and has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

13.5 Survival. The terms of this Article 13 shall survive termination of this Agreement for three (3) years.

14. CYBERSECURITY. Forum shall implement commercially reasonable cybersecurity controls, taking into account industry standards (such as ISO 27001 or CobIT) and best practices, to secure all Customer information, documentation, or communications collected through the Technology. Such controls must include at a minimum: (a) maintaining a data-security program that includes written policies and procedures; (b) implementing appropriate technical security controls, including strong passwords, two-factor authentication, encryption of data in storage and in transit, central management of patches and updates, systems to detect and protect against intrusion, and log aggregation and analysis; and (c) implementing appropriate administrative and physical security controls.

15. FORUM DISCLAIMERS. FORUM HAS NOT MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR

WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE, AND THE LIKE.

16. LIMITATION ON LIABILITY. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AS THE SOLE AND EXCLUSIVE FULL, AGREED UPON, AND LIQUIDATED DAMAGES WITH RESPECT TO THE APPLICABLE TRANSACTION, AND NOT AS A PENALTY, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NONEXCLUSIVE, THEN THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY; PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, FORUM’S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT (INCLUDING INDEMNITY OBLIGATIONS IN RESPECT OF INTELLECTUAL PROPERTY CLAIMS) WILL BE THE TOTAL AMOUNTS PAID BY CUSTOMER TO FORUM OVER THE LESSER OF TWELVE (12) MONTHS OR THE TOTAL AMOUNTS PAID BY CUSTOMER THROUGH THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. CUSTOMER’S MAXIMUM LIABILITY TO FORUM UNDER THIS AGREEMENT (EXCLUDING AMOUNTS OWED FOR SERVICES, INDEMNITY OBLIGATIONS, CUSTOMER’S VIOLATION OF SECTION 10.2 AND LOSS OF OR DAMAGE TO THE CHARGING EQUIPMENT) WILL BE THE SUM OF TWELVE (12) MONTHS OF THE SUBSCRIPTION FEE, AS CALCULATED FROM THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT (OTHER THAN CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, RECOVERED BY AN UNAFFILIATED THIRD PARTY AGAINST A PARTY SUBJECT TO INDEMNIFICATION HEREUNDER). CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HERINAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY

FORUM'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT.

17. DISPUTES

17.1 Disputes Subject to Arbitration. THE PARTIES AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT AS DISCUSSED BELOW. EACH PARTY HEREBY SURRENDERS ITS RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE), OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES CUSTOMER RECEIVES FROM FORUM, OR FROM EFFORTS TO COLLECT AMOUNTS CUSTOMER MAY OWE FORUM FOR SUCH SERVICES, INCLUDING ANY DISPUTES CUSTOMER HAVE WITH FORUM'S EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW. THIS AGREEMENT TO ARBITRATE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. UNLESS THE PARTIES AGREE OTHERWISE IN WRITING, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY WHERE THE APPLICABLE SERVICE LOCATION IS LOCATED. IF THE AAA REFUSES TO ENFORCE ANY PART OF THE ARBITRATION PROVISION, THE PARTIES WILL SELECT ANOTHER ARBITRATION PROVIDER. IF THERE IS NO AGREEMENT, THE COURT WILL CHOOSE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, THE ARBITRATOR(S) SHALL HAVE EXCLUSIVE AUTHORITY TO ARBITRATE, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR PART OF THE AGREEMENT TO ARBITRATE IS VOID FOR ANY REASON.

17.2 Claims under \$25,000. FOR CLAIMS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) OR LESS, CUSTOMER MAY DECIDE WHETHER TO HAVE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE IN WHICH THE SERVICE LOCATION IS LOCATED, EITHER PARTY MAY CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER PARTY MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE

LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

17.3 No Collective Arbitrations or Class Actions. THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES APPLICABLE TO SUCH ARBITRATIONS DO ALLOW FOR SUCH CLASS OR COLLECTIVE ARBITRATIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

17.4 Notice of Dispute. IF EITHER PARTY INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST SIXTY (60) DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO FORUM SHOULD BE SENT TO FORUM AT THE CONTACT ADDRESS LISTED ON THE APPLICABLE COVER SHEET. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW FORUM TO IDENTIFY THE CUSTOMER'S ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE THE CLAIM, INCLUDING THE NAME OF CUSTOMER, THE APPLICABLE SERVICE LOCATION, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES CLAIMED TO HAVE BEEN SUFFERED AND THE RELIEF BEING SOUGHT. THE SUFFICIENCY OF THIS NOTICE OF DISPUTE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF CUSTOMER HAS PROVIDED THIS INFORMATION AND FORUM AND THE CUSTOMER ARE UNABLE TO RESOLVE THE DISPUTE WITHIN SIXTY (60) DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN FEES AND EXPENSES INCURRED IN CONNECTION WITH THE ARBITRATION; PROVIDED, THAT, IF THE ARBITRATOR DETERMINES THAT CUSTOMER'S CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE CUSTOMER TO REIMBURSE FORUM FOR ANY FILING, ADMINISTRATIVE

OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

17.5 Coordinated Arbitrations. IF TWENTY-FIVE (25) OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO SECTION 17.4 ABOVE OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. IN THE FIRST STAGE, TWENTY-FIVE (25) ARBITRATIONS WILL PROCEED AND COUNSEL FOR THE CUSTOMERS AND COUNSEL FOR FORUM SHALL EACH SELECT FIVE (5) CASES TO PROCEED FIRST IN ARBITRATION IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS. THE ARBITRATORS ARE ENCOURAGED TO RESOLVE THE CLAIMS WITHIN ONE HUNDRED TWENTY DAYS (120) DAYS OF APPOINTMENT OR AS SWIFTLY AS POSSIBLE THEREAFTER, CONSISTENT WITH FAIRNESS TO THE PARTIES. AFTER THE FIRST STAGE IS COMPLETED, THE PARTIES MUST ENGAGE IN A SINGLE MEDIATION OF ALL REMAINING CASES. IF THE PARTIES CANNOT AGREE HOW TO RESOLVE THE REMAINING CASES AFTER MEDIATION, THEY WILL REPEAT THE PROCESS OF SELECTING AND FILING FIVE (5) CASES TO BE RESOLVED IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS, FOLLOWED BY MEDIATION. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE ARBITRATIONS AND MEDIATION FOR PRIOR SETS HAVE BEEN COMPLETED. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY CUSTOMER IN ACCORDANCE WITH SECTION 17.4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS SECTION. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS SECTION INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS SECTION.

17.6 Application of Arbitration Award. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLIES ONLY TO THAT SPECIFIC CASE AND MAY NOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

17.7 Severability. IF A COURT, PURSUANT TO SECTION 17.3, DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT

APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.

17.8 Waiver of Jury Trial. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THE PARTIES HEREBY AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO ACTION WILL BE BROUGHT ON A CLASS OR COLLECTIVE BASIS AND THE PARTIES UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT

18. ASSIGNMENT BY FORUM. Forum shall have the unqualified right to assign, pledge, transfer, mortgage, or otherwise convey any of its interests in this Agreement, in whole or in part, without notice to, or consent of, Customer. Forum has the right to assign this Agreement to any affiliate or as collateral for any financing purposes in each case on notice to Customer. If Forum collaterally assigns this Agreement to a lender and provides notice to that effect to Customer, then it will not seek to exercise its rights as the result of any of Default by Forum without Customer first giving to the lender a copy of any notice of Default and an opportunity to cure the same. Any such lender shall have thirty (30) days to cure any such Default from the later of (a) receipt of the notice of Default or (b) expiration of Forum's applicable cure period.

CUSTOMER ACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY FORUM OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT.

19. MISCELLANEOUS

19.1 Notices. Any notices in connection with this Agreement shall be in writing (including email or other electronic form of writing) and may be given by either Party to the other by email, personal delivery, overnight courier, registered mail, or certified mail with return receipt requested, in each case addressed to the Parties at the addresses appearing on the Cover Sheet, but each Party may change the address by written notice to the other Party. A notice shall be effective on the Business Day when received if received during 7:30 am to 5:30 pm on a Business Day; otherwise, the notice shall be deemed to have been received on the following Business Day.

19.2 Entire Agreement; Modifications. This Agreement includes the Cover Sheet and all attachments thereto and supersedes any and all agreements, either oral or written, between the Parties with respect to the subject matter of this Agreement and contains all the covenants and agreements between the Parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on

Forum Charging Services Agreement
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behalf of any Party, which are not contained herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by each Party.

19.3 Change in Law. The Parties acknowledge and agree that the Subscription Fee, the Charging Fees and Idle Fees are premised on Forum's (a) receiving certain economic incentives, such as tax incentives and electric vehicle rebates, (b) generating certain Environmental Attributes that have a monetary value, such as low carbon fuel standard credits (collectively, (a) and (b) are the "Incentives") and (c) having access to electricity at current retail rates. If there is a Change in Law after the Effective Date that eliminates or reduces the value of the Incentives or increases the cost of having access to electricity, then Forum may, on written notice to Customer, identify the change and advise Customer that the Subscription Fee, the Charging Fees and Idle Fees will be increasing by a specified amount due to such Change in Law. Any such increase will go into effect on the first day of the month occurring twenty (20) days after issuance of such notice, unless, within ten (10) Business Days following receipt of such notice, Customer elects to terminate this Agreement by giving notice of termination, which shall become effective at midnight on the third Business Day after Customer's written notice of termination to Forum. As used herein, "Change in Law" means any change in any law, rule or regulation applicable to the Charging Services. For the avoidance of doubt, (i) a change in the charging fees that results from changes to the electricity rates charged by the local utility the effects of which are adjusted on a quarterly basis as set forth on the cover sheet, or (ii) a change in the subscription fee, charging fee or idle fee that results from changes in taxes, surcharges or assessments which are recovered pursuant to Section 6.4, in each case, does not trigger the customer's right to terminate this agreement as set out in this Section 19.3.

19.4 Headings. Headings of sections and subsections in this Agreement have been included solely for convenience and reference and are not a part of the Agreement.

19.5 Severability. If one or more of the provisions in this Agreement is deemed invalid, void or unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad or partially invalid, illegal, or unenforceable, then it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.

19.6 Survival. All provisions of this Agreement that either expressly by their terms survive or by their nature are intended to survive or come into or continue in force and effect after the termination or expiration of this Agreement shall remain in effect and be enforceable following such termination or expiration.

19.7 Waiver. No provisions hereof may be waived except in writing signed by the Party against whom enforcement is sought. No waiver by either Party of any right, term or provision under this Agreement shall be construed as a waiver of any other right, term or provision.

19.8 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of California located in the City and County of San Francisco for the purposes of any proceedings arising out of this Agreement.

19.9 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Execution and delivery of this Agreement by exchange of facsimile or scanned copies bearing the facsimile or scanned signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile or scanned copies shall constitute enforceable original documents.

19.10 Transfers and Assignment. Customer may not sell, transfer, or assign this Agreement without the prior written consent of Forum. Any assignment in violation of this Agreement shall be null and void.

19.11 Marketing. Unless Customer notifies Forum in writing to the contrary, Customer hereby consents to Forum using Customer's name, likeness and logos for the limited purpose of conducting advertising and marketing activities. Customer shall cooperate, acting reasonably and in good faith, with any reasonable assistance Forum requests in connection with advertising and marketing activities.

19.12 Further Assurances. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

19.13 No Rights in Third Parties. This Agreement and all rights in this Agreement are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other person.