



## **FREEWIRE CHARGING-AS-A-SERVICE LICENSE AGREEMENT**

This CHARGING-AS-A-SERVICE LICENSE AGREEMENT (this “Agreement”), dated as of September 1, 2022 (the “Effective Date”), is entered into by and between the County of Monterey, a public corporation organized and operating under the laws of the State of California (“District”) and FreeWire Technologies Inc., a Delaware corporation with a business address at 1999 Harrison Street, Suite 2650, Oakland, California 94612 (“Licensee”). District and Licensee may be referred to herein individually as a “Party,” and together as the “Parties”.

### **RECITALS**

**WHEREAS**, District is the owner or lessee of one or more real property sites described on Exhibit A attached hereto and incorporated herein (collectively, the “District Property”);

**WHEREAS**, Licensee provides electric vehicle service equipment (“EVSE”) and support services to owners of electric plug-in vehicles (each an “EV”);

**WHEREAS**, District believes that the District Property will benefit from the presence of certain proprietary EV charging stations provided by Licensee (each, a “Boost Charger” or “Charger”), by attracting high-value customers, differentiating its location and promoting sustainable and environmentally-sound transportation; and

**WHEREAS**, District desires to participate in Licensee’s charging-as-a-service program, whereby Licensee (a) pays the site District (in this case, District) for a license to access and use a portion of the District Property on which Licensee will install the Boost Charger(s) and certain ancillary items (as further described below), and (b) retains (i) ownership of the Boost Charger(s), (ii) relevant charging revenue, and (iii) any and all other benefits derived from the presence of the Boost Charger(s) on the District Property unless otherwise provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1 LICENSE; USE; SCOPE; EXCLUSIVITY**

**1.1 Grant of License**. For the Term of this Agreement, District hereby grants to Licensee (a) an irrevocable (but subject to termination under Section 2.3) and exclusive license running with the District Property (the “License”) to use a portion of the District Property (such District Property as more particularly described on Exhibit A; the foregoing as the “Premises”) and (b) any necessary easements for access and utilities, each consistent with the Purpose (as defined below).

**1.2 Access**. Access to the District Property and the Premises is depicted on Exhibit B. Licensee and its agents, employees, contractors, vendors, customers, guests, invitees, lenders and finance parties shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week and on every day of the year, in order to operate the Charging Stations including, without limitation, maintaining, inspecting, repairing, upgrading, or replacing any portion of the Charging Stations. Notwithstanding the foregoing, Licensee acknowledges that District may need to close the Premises for maintenance, safety or other unforeseen reasons, in which case District shall commercially reasonable efforts to notify Licensee at least forty-eight (48) hours in advance of such a closure.



**1.3 Use of Premises.** The Premises may be used by Licensee for any lawful activity in connection with the construction, installation, maintenance and operation of the Boost Charger and ancillary items, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, the “Charging Stations”), together with any other uses permitted herein, on the terms and conditions set forth in this Agreement (the “Purpose”). The Premises may be accessed and used by Licensee and its agents, employees, contractors, vendors, customers, guests, invitees, lenders and finance parties.

**1.4 Scope of Services.** Licensee shall supply, install, own, and operate three (3) Boost Charging Stations and three (3) Level 2 Charging Stations, and associated equipment necessary for operation, at the Premises set forth in Exhibit A. Licensee shall, at its sole cost and expense, be responsible for all installation activities as well as other activities as set forth in this Agreement, including furnishing all materials, equipment, and labor required for the installation, maintenance, operation, any necessary replacement, and removal of Charging Stations and associated equipment. Following the installation, Licensee shall activate and test the Charging Stations and associated equipment. Licensee shall conduct technical meetings with District staff and install equipment according to the specifications outlined in permits obtained by the Licensee. With respect to installation activities, Licensee shall ensure that it or its designated contractor(s) and/or service providers perform installation activities only during times and days acceptable to District and in a manner so as not to unreasonably interfere with District’s business operations and public access to the Premises.

**1.5 Exclusivity.** District hereby grants Licensee an exclusive right to construct, install, maintain and operate the Charging Stations and related services at the District Property during the Term (as defined below) of this Agreement.

**1.6 Quiet Enjoyment.** Licensee shall have quiet enjoyment of the Premises during the Term of this Agreement, *provided, however*, that Licensee acknowledges and agrees that others may have access to the Premises.

**1.7 Additional District Property.** The Parties may from time to time add or remove additional properties owned or leased by District by executing an Addendum to this Charging-as-a-Service License Agreement in the form attached hereto as Exhibit C attached hereto (the “Addendum”) and the executed version of the Addendum shall be incorporated herein.

## ARTICLE 2 TERM; FINANCIAL TERMS; TERMINATION

### 2.1 Term.

(a) **Initial Term.** This Agreement shall be effective on the Effective Date. Upon Licensee’s receipt of all necessary governmental authorizations (“Governmental Authorizations”), Licensee shall provide to District notice of such receipt within a reasonable period thereafter, and five (5) days after the delivery of such notice, subject to Section 3.3, Licensee may enter upon the District Property to install the Charging Stations. The initial term of the License shall commence upon the date on which the Charging Stations are first made available for use by consumers at the Premises and live (the “Commencement Date”) within the relevant EV charging network (each an “EV Network”) and, subject to Section 2.3, will continue for a period of five (5) years thereafter (the “Initial Term”). Licensee shall provide to District notice of the Commencement Date within a reasonable period following the occurrence of such date.



(b) Extension. Prior to the expiration of the Initial Term, the Parties shall meet and confer to discuss a potential extension of the Agreement. The Parties may extend the Initial Term for an additional five (5) years (an “Extension”) on mutual written agreement entered into at any time prior to the expiration of the Initial Term. For purposes hereof, (i) the Initial Term, together with any Extension(s) hereunder, shall be referred to as the “Term”, and (ii) starting on the Commencement Date, each twelve (12)-month period of the Term shall be referred to as a “Contract Year”.

## 2.2 Financial Terms.

(a) Charging Revenue. Licensee will have sole and absolute discretion to set the price to be charged to consumers for the use of the Charging Stations and shall retain all (100%) of the revenue derived from such use.

(b) Environmental Attributes. Licensee shall retain all rights, obligations, liabilities, and revenues associated with any Environmental Attributes associated with Charging Stations. “Environmental Attributes” are any emissions, air quality, compliance, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the Charging Stations’ benefits to the environment, production of electrical energy and displacement of conventional energy generation or low carbon fuel supply that are capable of being measured, verified or calculated and the reporting rights related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets or allowances, including the right to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Environmental Attributes include but are not limited to all Low Carbon Fuel Standard Credits, Renewable Energy Credits, emissions rate credits, carbon credits, portfolio credits, emissions allowances, green tags, tradable renewable credits, Green-e® products credits, environmental air quality credits and emissions reduction credits, offsets and allowances, howsoever entitled, associated with the carbon intensity of electricity used as a transportation fuel or the avoidance of the emission of any gas, chemical or other substance attributable to the generation of the energy by a renewable energy facility.

(c) Other Revenue. Except as expressly provided herein, as between the Parties, District shall retain one hundred percent (100%) of all in-store and other revenue generated at the District Property.

## 2.3 Termination.

(a) For Cause. Either Party may terminate this Agreement upon the occurrence of any of the following (each, an “Event of Default”):

i. Breach. The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) business days after receipt of written notice; *provided, however*, that if such breach is not capable of being cured within such thirty (30) day period, then so long as the breaching Party commences and diligently pursues such cure throughout such thirty (30) day period and continues such cure until completion, such period shall be deemed extended up to an additional sixty (60) days.

ii. Insolvency. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.



(b) [Reserved]

(c) Restoration of Premises upon Termination. Promptly following the expiration or termination of this Agreement, Licensee shall remove the Charging Stations from the Premises and restore the affected area to its former condition, excluding ordinary wear and tear. Licensee shall only be required to cap off, not remove, any underground electrical wiring.

(d) No Further Obligations. Upon the expiration or termination of this Agreement, both Parties will be relieved of any further obligations under Agreement, except for those that by their nature survive an expiration or termination.

### ARTICLE 3 CHARGING STATIONS

#### 3.1 General.

(a) Charging Stations. The Parties may modify the number of Charging Stations (including the Boost Charger) and/or their approximate locations by executing an Amendment of Master License Agreement (the "Amendment") and the executed version of the Amendment shall be incorporated herein. The amount of the License Fee shall automatically adjust, if necessary, to reflect the number of parking spaces located on the District Property and allocated to the Charging Stations pursuant to any such Amendment.

(b) [Reserved].

(c) Ancillary Facilities. Licensee may, with District's prior approval, include at the Premises other additional services, equipment or facilities for automobile upkeep that Licensee may elect to offer its customers from time to time during the Term.

**3.2 Signage.** Licensee may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the District Property or with District's prior written consent (email being sufficient), elsewhere on the District Property (which consent shall not be unreasonably delayed or withheld). Licensee shall indemnify District and save District harmless from all claims and damages resulting from any sign, mark or advertising device erected by Licensee at the District Property. Licensee shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and Licensee shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, Licensee and District also agree to place signage on or around the Charging Stations, designating the area as "Electric Vehicle Charging Only" (or something similar) and District will take reasonable measures to prevent non-EV automobiles from parking in the Premises and to encourage EVs to vacate the Premises reasonably promptly after a charging session has concluded. District agrees that it shall not place any signs, marks or advertising devices on any portion of the Premises without Licensee's prior written consent (which may be granted or denied in Licensee's discretion).

#### 3.3 Installation.

(a) General. Licensee is solely responsible for the construction and installation of the Charging Stations, and has sole control over design, construction and installation, including, without limitation, scheduling, means, methods, techniques, sequences, and procedures, including the coordination of all work.



(b) Construction. Before beginning activities to install the Charging Stations, Licensee shall give a copy of the tentative construction schedule and installation plans to District for its approval, which approval shall not be unreasonably delayed or withheld. Licensee shall not begin work until (i) District has provided its approval and (ii) the Parties have obtained all applicable Governmental Authorizations. Once approved, and on the Parties' respective demonstration that all insurance coverages required by this Agreement are in place, Licensee will oversee and manage the installation of the Charging Stations, including, without limitation, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Licensee-branded signage.

(c) Governmental Authorizations. District will, at its sole cost and expense, obtain from applicable governmental authorities all Governmental Authorizations required to install the Charging Stations including, without limitation, all permitting, design and planning, project management and site prep/construction, and Licensee will reasonably cooperate upon request with District's efforts to do so.

(d) Right to Construct. District grants to Licensee and its employees and vendors the non-exclusive right to use and occupy the Premises and District's adjacent property for the construction and installation of the Charging Stations. Licensee may only bring onto such property materials and equipment that will be used directly in the construction and installation of the Charging Stations. Licensee shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to the District Property.

(e) Liens. Licensee will not permit or suffer any mechanic's or materialmen's liens to attach to the District Property as a result of the installation of the Charging Stations. If as a result of Licensee's activities, a lien attaches to the District Property, Licensee shall remove or bond over such lien at Licensee's sole cost and expense, within twenty (20) days of Licensee receiving written notice thereof from District.

(f) No Fixtures. In no event shall the Charging Stations or any of Licensee's property be deemed a fixture, nor shall District, nor anyone claiming by, through or under District (including, without limitation, any present or future mortgagee of the District Property) have any rights in or to Licensee's property at any time. District shall have no interest in the Charging Stations or other equipment or personal property of Licensee installed or located on the District Property, and Licensee may remove all or any portion of the Charging Stations or any other equipment or personal property of Licensee at any time. Without limiting the generality of the foregoing, District hereby waives any statutory or common law lien right that it might otherwise have in or to the Charging Stations and other equipment or personal property of Licensee. If District is the fee owner of the Premises, District consents to the filing of a disclaimer of the Charging Stations as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the District Property is located. If District is not the fee owner, District shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Licensee has the right to file such disclaimer.

(g) [Reserved.]

### 3.4 Operation and Maintenance.

(a) General. Except as otherwise provided in this Agreement and except for any repairs or maintenance resulting from District's negligence, willful conduct or breach of this Agreement, Licensee will, at its sole cost and expense, maintain and operate the Charging Stations, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate



software and hardware upgrades. Licensee shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the Charging Station by anyone other than Licensee or Licensee's contractors. Licensee shall not be required to make any repairs to the Premises except for damage caused by Licensee. Additionally, Licensee may perform security assessments and install reasonable security features on the Premises, including, without limitation, lighting and cameras.

(b) Network. Licensee will select, pay for and manage the electric vehicle service equipment ("EVSE") service provider network (including, without limitation, providing 24/7 driver service during the Term) that is used to promote and operate the Boost Charger, including, without limitation, the supported payment terminal (e.g., Nayax).

(c) Energy. Pursuant to Section 3.6, Licensee will pay for the cost of input power needed to run the Boost Charger.

**3.5 District Obligations**. District shall, at its sole cost and expense, take all actions necessary to maintain the Premises in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the District Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Premises. In addition, District shall take reasonable precautions to protect the Charging Stations, including, without limitation, from theft, graffiti and other vandalism; *provided, however*, that District shall be under no obligation to maintain the Charging Stations, signage or any other equipment installed by Licensee within the Premises. Notwithstanding anything herein to the contrary, District shall be responsible for any damage to the Charging Stations caused by District or any persons at the Premises, including, without limitation, District's tenants, employees, agents, representatives, invitees or visitors of the Premises. Any such damage may be repaired by Licensee at District's cost, which shall include, without limitation, costs for diagnosing and correcting the problem at Licensee or Licensee's contractors' then current standard rates. Licensee may, in its discretion, (a) deliver an invoice to District for the total amount of the cost incurred by Licensee to repair such damage, which shall be paid by District no later than sixty (60) days after delivery thereof in accordance with this Agreement. To the extent District has actual knowledge of the above, District shall promptly notify Licensee and, as appropriate, emergency response personnel regarding any malfunction of the Charging Stations. District shall not store any items in the Premises and it shall not allow its employees, agents, representatives, invitees or visitors to park in the Premises, unless said employees, agents, representatives, invitees or visitors are utilizing the Charging Stations at the Premises.

### **3.6 Utilities**

(a) Utility Costs. Licensee shall be responsible for the actual energy use of the Charging Stations. Accordingly, Licensee will pay District on a quarterly basis for the electricity used by the Charging Stations at the then existing per kWh rate as based on readouts of the Boost Charger's internal utility-grade meter and the utility rate table for the District Property. If Licensee installs separate meters on the Premises used exclusively for Charging Stations, Licensee shall pay the applicable utility directly based on separately-metered electricity provided to the Boost Charger at the Premises, where Licensee is the customer of record for such meter.

(b) District Cooperation. District shall cooperate with Licensee to obtain electricity and any other utilities necessary to operate the Charging Stations, including by granting appropriate easements to local utility providers.



### 3.7 Training, AMP and Reporting.

(a) Training. To better facilitate the use of the Premises by the target customers, Licensee will provide initial training to District and its designated employees on the basic operation and maintenance of the Charging Stations at no cost to District. As appropriate thereafter, District may, at its sole cost, periodically train and retrain its employees on the use and maintenance of the Charging Stations, so that District employees who might provide any such support services have the requisite training to assist and answer questions from customers.

(b) Access to AMP Platform; Reporting. Licensee will provide District with access to Licensee's AMP platform (with the specific version to be reasonably specified by Licensee) to upload and manage screen content and to receive information relating to use of the Charging Stations. In addition, District shall have access to monthly reports relating to use of the Charging Stations via AMP (including time of day, session duration, total input power, total and output power). The information made available by means of the AMP platform and in the monthly reports provided by Licensee hereunder shall constitute the Confidential Information of Licensee, and may be used by District solely for internal business purposes. The AMP platform is governed by and subject to the terms of service (or such other agreement) presented to District in connection with District's utilization thereof.

3.8 Taxes. Licensee is solely responsible for personal property taxes imposed on the Charging Stations, and any other equipment installed by it, located in the Premises. All other real or personal property taxes related to the Premises, including any increase in real estate taxes on the real property on which the Premises is located which arise from Licensee's improvements and/or Licensee's use of the Premises, are the sole obligation of District. Each Party is responsible for its own income, franchise and similar taxes.

3.9 Relocation of Premises. During the Term, District may not relocate the Premises without Licensee's prior written consent, which may be withheld in Licensee's discretion. At any time thereafter, upon the reasonable request of District in connection with a legitimate business purpose, the Parties may agree to relocate the Premises to a mutually agreeable location (a) that includes at least the same number of parking spots, and (b) with accessibility (by Licensee and its invitees and customers) and visibility that is similar to the original Premises, including ADA compliance. District shall pay all of Licensee's costs and expenses incurred as a result of such relocation, including, without limitation, loss of revenue at the Premises during any period of time when the Charging Stations are not accessible by Licensee's customers; the cost of moving the Charging Stations (including replacing any portion of the Charging Stations that cannot be moved without resulting in damage to such portion); the costs of any required revisions or modifications to any Governmental Authorizations, if any; utility relocation or reconnection costs; installation costs, including, without limitation, costs of vendors and contractors, the installation of electrical equipment, utility lines, hardware, and software, site preparation, trenching, repaving, and landscaping; the cost of relocating and installing Licensee's signage; and restoration costs related to the restoration of the original Premises.

## ARTICLE 4 INTELLECTUAL PROPERTY; PUBLICITY

4.1 Intellectual Property. As used in this Agreement, "Intellectual Property" means all trademarks and service marks, names, logos and designs (collectively, "Marks"), copyrights, patents, domain names, generic Top-Level Domain names, all registrations for Marks, copyrights, patents, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed



in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.

(a) **District Intellectual Property.** The Parties agree that, as between them, District has and retains ownership of all of District's Intellectual Property, and except as set forth in Sections 4.3 and 4.4, Licensee has no right, and shall not obtain any right, in any District Intellectual Property.

(b) **Licensee Intellectual Property.** The Parties agree that, as between them, Licensee has and retains ownership of all of Licensee's Intellectual Property, and District has no right, and shall not obtain any right, in any Licensee Intellectual Property.

**4.2 Ownership of Drawings and Other Documents.** All documents and records prepared by or under the direction of Licensee pursuant to this Agreement, including, without limitation, drawings, specifications, and other documents, including those in electronic format, are solely and exclusively Licensee Intellectual Property, and Licensee retains all common law, statutory and other reserved rights, including the copyright. Licensee shall provide final as-built drawings to District.

**4.3 Marketing.** Licensee will market the deployed Boost Charger via its marketing channels and programs, including by (a) identifying the availability of Charging Stations at the District Property on [www.plugshare.com](http://www.plugshare.com) as well as on other websites and resources that provide consumers with information to locate charging stations (e.g., [nrel.gov](http://nrel.gov), Google Maps, Apple Maps), (b) identifying the availability of the Charging Stations at the District Property on Licensee's website and in its marketing materials, (c) performing outreach and engagement with EV user groups and local press, and (d) reasonably engaging with driver feedback posted on various social media platforms. In addition, the Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the Charging Stations and their use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Licensee shall have the right to use District's approved Marks in connection with marketing conducted pursuant to this Section 4.3.

**4.4 Branding; On-Screen Content.** The exterior of the Boost Charger and the Boost Charger's LED display screen (the "**Display Screen**") will be co-branded with the approved Marks of District and Licensee, the cost of which, and the allocation thereof, will be subject to mutual agreement of the Parties. In addition to the branding, District and Licensee will also mutually agree upon other content that will be published on the Display Screen (e.g., offers, loyalty QR code, etc.), which content will (among other things) support various marketing programs, including, without limitation, in-store sales and loyalty programs. On-screen content will be updated once per quarter unless mutually agreed otherwise by both Parties.

**4.5 Restrictions.** Except as expressly provided in this Section 4, neither Party may (a) make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable laws), or (b) use any of the other Party's Marks in any promotional or advertising material without the prior written consent of the other Party. Without limiting the foregoing, District shall strictly comply with all brand guidelines provided by Licensee to





District in connection with District's use of the Licensee's Marks. All goodwill arising out of the use by a Party of the other Party's Marks pursuant to this Section 4 will inure to the sole benefit of the other Party.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES; DISCLAIMER

**5.1 Mutual Representations and Warranties.** Each of District and Licensee hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

### **5.2 District Representations and Warranties.**

(a) Consents/Approvals. District further represents, warrants and covenants that it has obtained or it shall obtain any and all consents or approvals required in order for District to grant the License and other rights and perform its obligations under this Agreement, and for Licensee to take the actions with respect to the Premises contemplated in this Agreement, from any third parties (i) with an interest in the District Property (including, without limitation, any owner, lender, lessee, ground lessor, party with a right of first refusal (or right of first offer) or any party to any reciprocal easement agreement) or (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the District Property. When consent of a third party is required, upon the reasonable request of District, Licensee shall provide reasonable assistance to District to educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement.

(b) Other Agreements. Neither the execution and delivery of this Agreement by District nor the performance by Licensee of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which District is a party or by which District or the Premises is bound.

(c) Title. District further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the District Property that would adversely affect the use or occupancy of the Premises by Licensee pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the District Property free of any such liens, judgments, encumbrances or other impediments.

(d) Hazardous Substances. District further represents and warrants that the District Property is and has at all times been in compliance with all applicable laws relating to the District Property, including, without limitation, laws relating to Hazardous Substances and to the knowledge of District, no fact or circumstance exists that reasonably could be expected to involve the District Property in any



environmental litigation, proceeding, investigation or claim or impose any environmental liability upon District. “Hazardous Substances” has the meaning set forth in Section 7.3(c).

(e) Accuracy of Information. All information provided by District to Licensee, as it pertains to the physical configuration of the Premises, Licensee’s planned use of the Premises, and Licensee’s estimated electricity requirements, is accurate in all material respects.

**5.3 Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER LICENSEE OR DISTRICT MAKES ANY WARRANTIES OF ANY KIND AND BOTH DISTRICT AND LICENSEE AFFIRMATIVELY DISCLAIM ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING UNDER STATUTE, COURSE OF DEALING, CUSTOM, TRADE USAGE OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE 6 INSURANCE; CASUALTY AND CONDEMNATION**

**6.1 Licensee Insurance**. During the License Term, Licensee, through itself or its contractors and/or vendors, shall maintain (or shall require its contractors and/or vendors to maintain) insurance coverage consistent with the requirements set forth on Exhibit D-1. Licensee will name each of the District Parties (as defined below) as additional insureds under the applicable policies.

**6.2 District Insurance**. During the License Term, District shall maintain insurance coverage consistent with the requirements set forth on Exhibit D-2. District will name each of the Licensee Parties (as defined below) as additional insureds under the applicable policies.

**6.3 Policy Requirements**. The insurance policies required under Sections 6.1 and 6.2 shall:

(a) Issuers. be issued by insurance companies licensed to do business in the state in which the District Property is located, with a general policyholder’s ratings of at least “A-” and a financial rating of at least “Class VIII,” in the most current Best’s Insurance Reports available on the Commencement Date; if the Best’s ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies;

(b) Waiver of Subrogation. contain provisions whereby each Party’s insurers waive all rights of subrogation against the other Party on each of the coverages required herein.

**6.4 Casualty and Condemnation**.

(a) Damage. If any portion of the Premises, the Charging Stations or the District Property is damaged by fire or other casualty, then Licensee may, within thirty (30) days of the date of such fire or other casualty elect to terminate this Agreement on written notice to District. If Licensee elects to repair its property, it shall restore, rebuild, or replace those portions of the Charging Stations in the Premises and any other of its property damaged as a result of such fire or other casualty to its prior condition as necessary, and all property insurance proceeds of District applicable to the Premises shall be made available to Licensee in connection with such repair and restoration. If Licensee elects to terminate this Agreement, it shall remove all of Licensee’s property from the Premises in accordance with Section 2.3(c). Any repair and restoration required by Licensee under this Section 6.4(a) shall commence within



sixty (60) days of the date Licensee elects to repair and restore the Premises and shall be completed no later than one hundred twenty (120) days thereafter.

(b) Condemnation/Taking. If any portion of the Premises or District Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Charging Stations, then Licensee may elect to terminate this Agreement effective as of the date title to the condemned portion of the District Property is transferred to the condemning authority. If Licensee does not elect to terminate, the Parties will use commercially reasonable efforts to find an alternate location for the Charging Stations elsewhere on District Property. The costs of the relocation of the Charging Stations shall be paid by Licensee. Licensee may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation; *provided, however*, in no event shall such claim reduce the District’s award related to the condemnation or taking. Each Party waives any right to any award that may be prosecuted by the other Party, and agrees to reasonably cooperate with the other Party.

(c) Suspension of Term. During any time that the Charging Stations or any portion of the Premises is under repair or being relocated pursuant to this Section 6.4, the Term shall be temporarily suspended on a day-for-day basis.

**ARTICLE 7  
INDEMNITY; LIMITATION OF LIABILITY**

**7.1 General.** Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party’s and its affiliates’ respective directors, officers, shareholders, partners, members, agents and employees (collectively, the “Indemnified Parties”), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “Liabilities”) incurred in connection with any Claim (as defined in Section 7.2) for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by (i) the negligence or willful misconduct of Indemnifying Party or its agents or others under Indemnifying Party’s control, or (ii) an Event of Default by the Indemnifying Party. This Section 7.1 does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 7.3.

**7.2 [Reserved.]**

**7.3 Environmental Indemnification.**

(a) Licensee Indemnity. Licensee shall indemnify, defend and hold harmless District and all of District’s Indemnified Parties (collectively, the “District Parties”) from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 7.3(c)) to the extent deposited, spilled or otherwise caused by Licensee or any of its contractors, agents or employees.

(b) District Indemnity. District shall indemnify, defend and hold harmless Licensee and all of Licensee’s Indemnified Parties (collectively, the “Licensee Parties”) from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent such Hazardous Substance was (i) deposited, spilled or otherwise caused by Licensee or any of its contractors, agents or employees or (ii) generated or released on another property by a third party and thereafter brought onto or released onto the District Property by diffusion, migration, the actions of such third party, or other means not caused by any of the District Parties.

**Commented [LM1]:** District: FreeWire understands that the Port may not be able to offer FreeWire indemnity. We are happy to discuss after the Port has had a chance to review.



(c) **Notification of Hazardous Substance.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. “**Hazardous Substance**” means any chemical, waste or other substance (i) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (ii) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (iii) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (iv) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (v) for which remediation or cleanup is required by any Governmental Authority.

#### **7.4 Limitations of Liability.**

(a) **LIMITATIONS.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, AND (ii) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT IN AN AMOUNT IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000.00); IN EACH CASE WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, EACH PARTY’S TOTAL LIABILITY FOR DAMAGES TO THE OTHER PARTY WILL BE LIMITED TO DIRECT, PROXIMATELY CAUSED DAMAGES FORSEEABLY AND NATURALLY ARISING FROM A BREACH OF THIS AGREEMENT.

(b) **EXCLUSIONS.** THE LIMITATIONS IN SECTIONS 7.4(a) SHALL NOT APPLY TO EITHER PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF APPLICABLE LAW.

**7.5 Procedure.** Any Party seeking indemnification hereunder (the “**Indemnified Party**”) shall deliver to the other Party (the “**Indemnifying Party**”) a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a “**Claim Notice**”). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however*, that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section 7, except to the extent that such Indemnifying Party has been materially prejudiced by such failure. An Indemnified Party shall have the right to participate in the Indemnifying Party’s defense of a claim and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying Party, it being understood that the indemnifying Party shall control such defense. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 7 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.



**ARTICLE 8  
MISCELLANEOUS**

**8.1 Electronic Procurement Commitment.** Licensee understands that District utilizes an electronic procurement process that handles commercial transactions from requisitioning through payment, such as purchase/service order, order receipt/acceptance, change order, shipping notice, work ticket and invoices. Licensee acknowledges that District expects to conduct business with Licensee through District’s electronic procurement system. Licensee agrees to conduct business using such electronic procurement process and to reasonably cooperate with District in the implementation and use of such processes applicable to this Agreement. Licensee understands that this may include receiving electronic purchase/service order(s), work ticket data input into District’s electronic procurement system, and scanning/attaching supporting documentation if reasonably requested by District.

**8.2 Brokers.** Each Party hereby represents to the other Party that it has not dealt with any broker in connection with this Agreement. Each Party agrees to indemnify and hold the other Party, its affiliates and the other Party’s and its affiliates’ respective directors, officers, shareholders, partners, members, agents and employees, harmless from all claims of any brokers claiming to have represented such Party in connection with this Agreement.

**8.3 Survival.** The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.

**8.4 Notice.** Any notice to be given under this Agreement will be in writing and addressed to the Party at the address stated below. Notices will be deemed given and effective (a) if personally delivered, upon delivery, or (b) if sent by an overnight service with tracking capabilities, upon receipt. Any such notice shall be delivered or addressed to the Parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this Section 8.4. Failure to give notice in accordance with any of the foregoing methods shall not defeat the effectiveness of notice actually received by the addressee:

If to Licensee:

FreeWire Technologies Inc.  
1999 Harrison Street, Suite 2650  
Oakland, California 94612  
Attn: General Counsel’s Office

If to District:

County of Monterey  
[insert address]  
[insert address]  
Attn: [insert]

Each Party may change its address for notice by giving notice thereof to the other Party.

**8.5 Confidentiality.** The terms of that certain “Confidentiality Agreement – Mutual”, entered into between the Parties and dated as of November 23, 2021 (the “Mutual NDA”) are incorporated into this Agreement by reference, *provided* that, in the event of a conflict between the terms of the Mutual NDA and



this Agreement, the terms of this Agreement shall govern. The Purpose of the Mutual NDA is hereby amended to include all transactions covered by this Agreement. In any case, neither Party may disclose the terms of this Agreement to any third party without the other Party's prior written consent, other than to such Party's attorneys and other advisers who have a need to know such terms and who are obligated to maintain the confidentiality thereof.

**8.6 Assignment.** This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. Neither Party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other Party, which shall not be unreasonably withheld.

**8.7 Independent Contractors.** Licensee is an independent contractors and is not an employee or agent of District. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose, and the employees of one Party shall not be deemed to be the employees of the other Party. Except as otherwise stated in this Agreement, neither Party has any right to act on behalf of the other, nor represent that it has such right or authority.

**8.8 Governing Law.** This Agreement shall be governed by the internal laws of the State of California, without reference to any conflicts of law doctrine, as if fully executed and performed therein.

**8.9 Consent to Jurisdiction.** Subject to Section 8.12, each of the Parties hereby irrevocably consents and agrees that any legal action or proceedings brought with respect to any dispute arising out of this Agreement shall be brought in, and each Party submits to the exclusive jurisdiction and venue of the state and federal courts located in the County of Alameda, State of California, and by execution and delivery of this Agreement, each of the Parties hereby (a) accepts the non-exclusive jurisdiction of the foregoing courts, (b) irrevocably agrees to be bound by any final judgment (subject to any appeal) of any such court with respect thereto, and (c) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive (subject to any appeal) and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.

**8.10 Remedies.** The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under applicable law, in equity or otherwise.

**8.11 Attorneys' Fees; Waiver of Right To Jury.** THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS WHICH EITHER PARTY MAY HAVE TO REQUEST OR REQUIRE THAT A JURY DETERMINE ANY FACT, MATTER, CONTROVERSY, DISPUTE OR LITIGATION BETWEEN THEM, OR RENDER ANY JUDGMENT OR DECISION, IN ANY WAY CONCERNING THIS AGREEMENT, AND AGREE THAT ANY AND ALL LITIGATION BETWEEN THEM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

**8.12 Judicial Reference.** The Parties hereby agree that, to the extent allowed by law, any dispute, controversy or other claim arising out of or relating to this Agreement for the breach or interpretation hereof shall, at the written request of either Party, be resolved by general Judicial Reference pursuant to California



Code of Civil Procedure Sections 638 and 641 through 645 or any successor statutes hereto. The Parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event the Parties cannot agree upon a referee, the referee shall be appointed by the court. The referee shall determine all issues relating to the dispute, controversy or claim, and shall report a statement of decision to the court. The Parties shall equally bear the fees and expenses of the referee, unless the referee otherwise provides in the statement of decision. However, the prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the reference pursuant to this [Section 8.12](#). The Parties agree that each party shall have the right to cause an appeal to be taken from the referee's decision to a court of competent jurisdiction in the same manner as a judicial appeal arising out of an order or judgment from a California superior court in a civil action and all of the same rules, rights and remedies shall be applied to both Parties with respect to any such appeal including matters of fact, matters of law, standards for review and substantive and procedural laws. Judgment may be entered upon any such final decision in accordance with applicable law in any court having jurisdiction thereof. The referee (if permitted under applicable law) or such court may issue a writ of execution to enforce the referee's decision

**8.13 Specific Performance.** Notwithstanding anything to the contrary set forth herein or elsewhere, the Parties agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting any bond or other security, and to enforce specifically the terms and provisions of this Agreement in any state court or federal court of the United States of America or other tribunal of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

**8.14 Further Assurances.** Each Party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.

**8.15 Force Majeure.** Neither Party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, *provided* that the affected Party shall take reasonable steps to mitigate such causes and promptly return to performance hereunder thereafter. This Agreement may be terminated without any termination fee or other penalty by the Party whose performance has not been affected if non-performance continues for more than sixty (60) days. The provisions of this [Section 8.15](#) shall not apply to pandemics except to the extent that a Party is prevented by applicable law, regulation or order from fulfilling its duties or obligations hereunder.

**8.16 No Waiver.** A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. No waiver hereunder shall be binding unless executed in writing by a duly authorized representative of the Party to be bound thereby. Except as otherwise expressly set forth herein, all remedies, rights, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them, nor the



exercise or failure to exercise any of them, will be in limitation of any other remedy, right, undertaking, obligation, or agreement of either Party.

**8.17 No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns, *provided* that nothing in this [Section 8.17](#) shall prohibit an Indemnified Party from directly enforcing [Section 7](#) against an Indemnifying Party.

**8.18 Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between customer and Supplier with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements, arrangements and understandings, regardless of whether or not written or oral, relating to the subject matter hereof, including any Memorandum of Understanding entered into or otherwise agreed upon by the Parties in connection herewith. This Agreement will not be modified other than in a writing that specifies it is an amendment to this Agreement and which is duly executed by an authorized representative of each of the Parties. No legal provisions different from or in addition to the provisions of these Standard Terms, whether communicated orally or contained in any written documentation, including the Specifications, any purchase order confirmation, receipt, trade documentation, invoice, acknowledgement, release, acceptance, or other communication, regardless of timing, shall form a part of the Agreement and such provisions shall be null and void. Further, no click-wrap, click-through, browse wrap or similar agreements or any course of dealing shall supersede or having any binding effect on this Agreement. No waiver hereunder be deemed to constitute an amendment hereto.

**8.19 Severability.** If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

**8.20 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

**8.21 Drafting Presumption.** This Agreement has been and shall be construed to have been drafted by all Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect. Each Party has had the opportunity to seek the advice of counsel with respect to this Agreement and has done so to the extent desired.

**8.22 Construction.** The headings in this Agreement are inserted for convenience and identification only. References to Sections and Exhibits are to Sections and Exhibits of this Agreement unless otherwise specified. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.





**8.23 Recording.** Following execution of this Agreement, Licensee will have the right, but not the obligation, to record a memorandum of license, in a form reasonably agreed between the Parties.

**8.24 Compliance with Law.** Licensee and its sub-contractors shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including but not limited to the California Fair Employment and Housing Act, the American with Disabilities Act, Cal/OSHA requirements, the Immigration Reform and Control Act of 1986, and all laws and regulations prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation.

**8.25 Maintenance of Records.** Books, documents, papers, accounting records, and other records pertaining to revenues received and costs incurred shall be maintained by Licensee and made available for inspection by District on business days during normal working hours in the District during the Term and for four (4) years from the date of termination of the Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

Licensee understands and agrees that District, at its sole expense, at all times under this Agreement, has the right to review project documents and work in progress and to review financial records, whether or not final, which Licensee or anyone else associated with the work has prepared or which relate to the work which Licensee is performing pursuant to this Agreement regardless of whether such records have previously been provided to District. Licensee shall provide District, at District's expense, a copy of all such records within five (5) business days of a written request by District. District's right shall also include inspection at reasonable times at Licensee's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Licensee shall furnish reasonable facilities and assistance for such review and audit.

**8.26 Equal Opportunity Employment.** Licensee represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, sex, age, or other protected interests by the California State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first shown above.

**[INSERT NAME OF DISTRICT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**FREEWIRE TECHNOLOGIES INC.**

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A

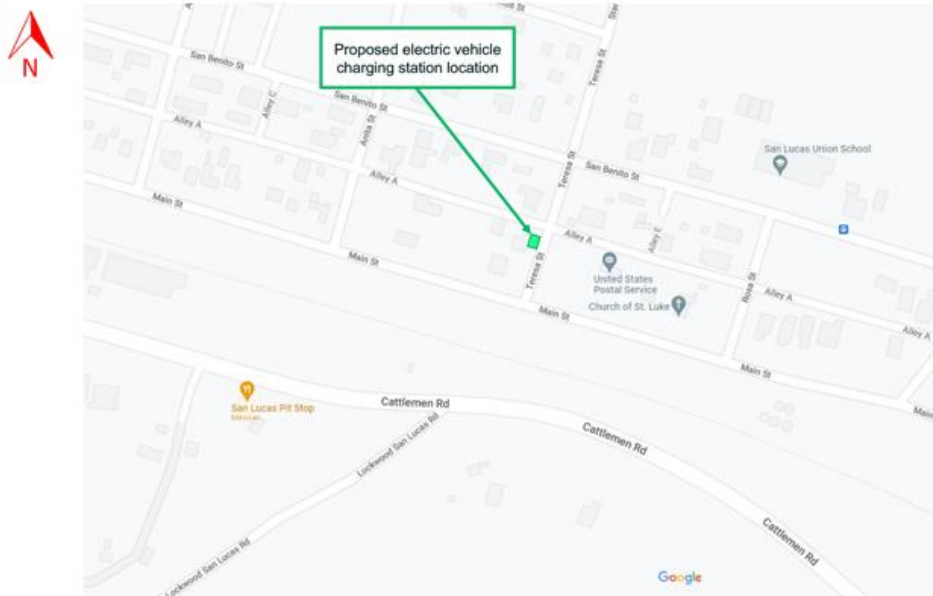
### Description of District Properties

Site # 1: Monterey County – San Lucas Library

Address: 54692 Teresa St, San Lucas, CA 93954

Legal Description: The San Lucas Branch “Mary Agnes Young Library” is part of the Monterey County Free Libraries and is located in San Lucas, California. Monterey County has requested a turn-key installation of (1) FreeWire Boost 150 Charger and (1) 7kW Level 2 charging station as required by the California Energy Commission Rural EV Charging Grant. The proposed charging station location is at the San Lucas Branch Library property, at the north end of the existing parking area. The existing service may require upgrade to support EV charging infrastructure. There is a 200A 120/240v panel supplying the facility that is mostly full. A new ADA aisleway and van accessible ADA parking space would have to be added to adhere to CBC ADA Section 11B-812. The recommended infrastructure design solution and accompanying estimate to support the FreeWire Boost charger has been formulated based on site feasibility, capacity, and cost effectiveness.

### Site Overview - Map



## Site Overview - Satellite



## Site Layout – Electrical Infrastructure



Site Photos - Electrical



Site Photos - Electrical

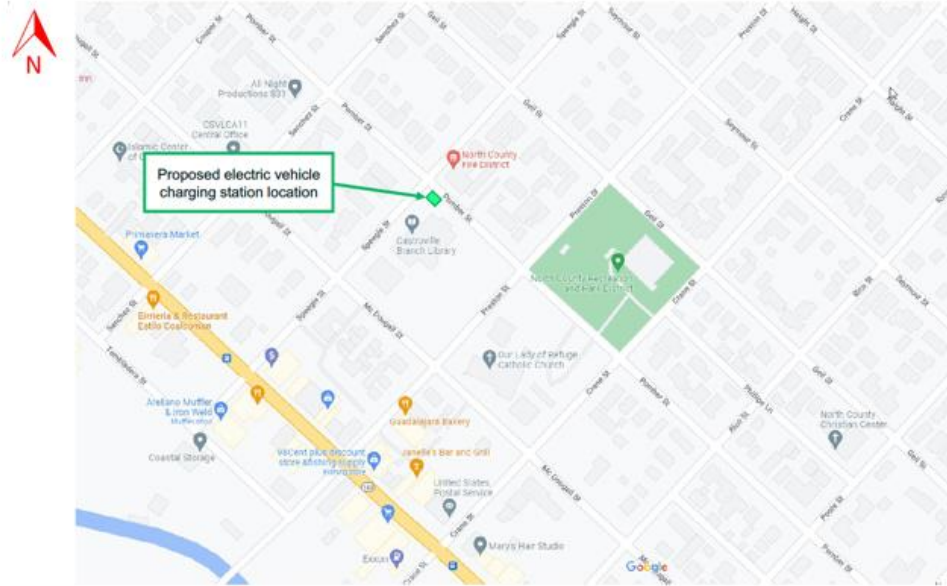


Site # 2: Monterey County – Castroville Library

Address: 11160 Speegle St, Castroville, CA 95012

Legal Description: The Castroville Branch “Andy Ausonio Library” is part of the Monterey County Free Libraries and is located in Castroville, California. Monterey County has requested a turn-key installation of (1) FreeWire Boost 150 Charger and (1) 7kW Level 2 charging station as required by the California Energy Commission Rural EV Charging Grant. The proposed charging station location is at the northern corner of the Castroville Library property, northeast of the facility main entrance and existing ADA parking area. The potential location is well suited to EV charging. There is adequate space and capacity for the required electrical equipment and load of the new Boost Charger. New ADA aisleways and a ramp would have to be added to adhere to CBC ADA Section 11B-812. The recommended infrastructure design solution and accompanying estimate to support the FreeWire Boost charger has been formulated based on site feasibility, capacity, and cost effectiveness.

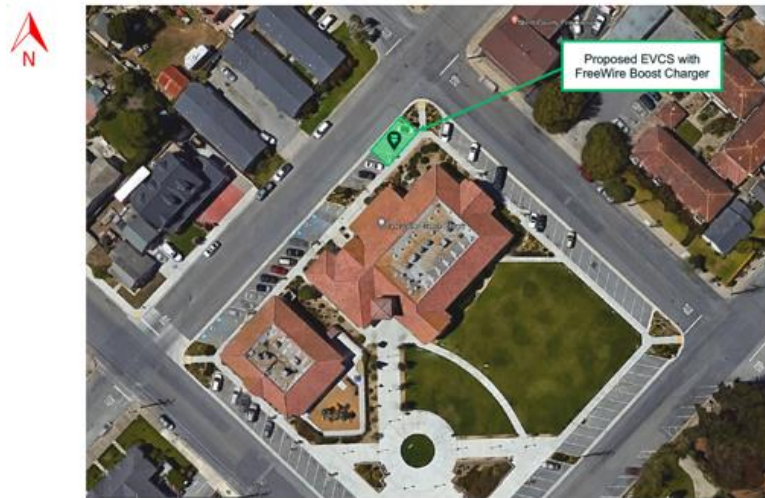
### Site Overview - Map



## Site Layout – Electrical Infrastructure



## Site Overview - Satellite



Site Photos

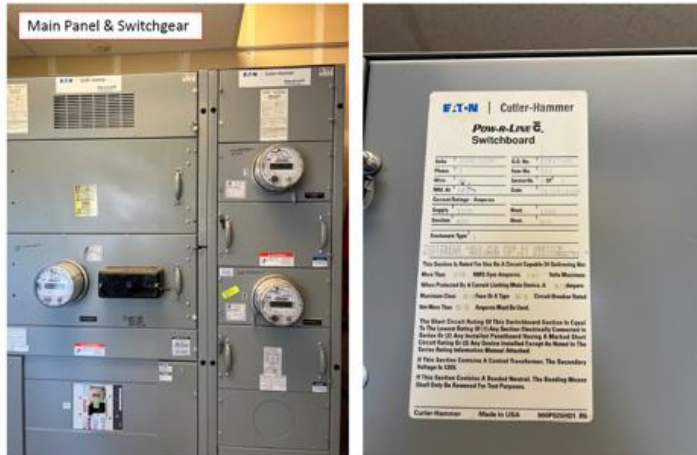


Site Photos





## Site Photos - Electrical



## Site Photos - Electrical

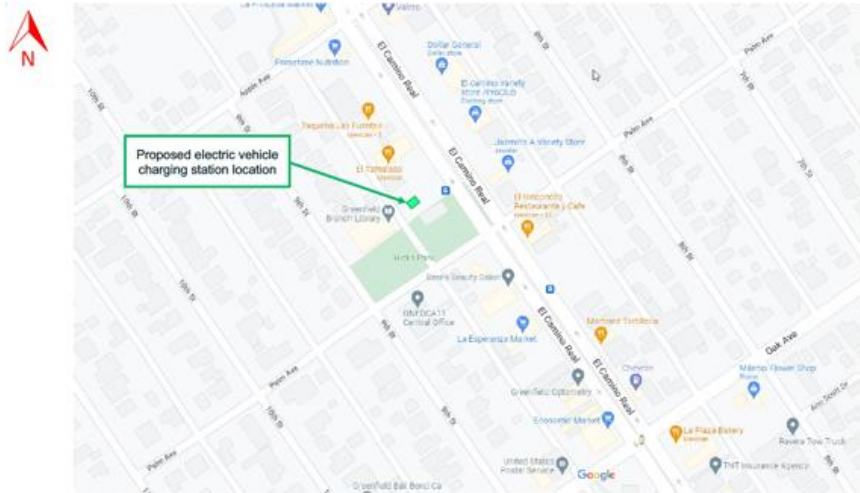


Site # 3: Monterey County – Greenfield Library

Address: 315 El Camino Real, Greenfield, CA 93927

Legal Description: The Greenfield Branch Library is part of the Monterey County Free Libraries and is located in Greenfield, California. Monterey County has requested a turn-key installation of (1) FreeWire Boost 150 Charger and (1) 7kW Level 2 charging station as required by the California Energy Commission Rural EV Charging Grant. The proposed charging station location is in the middle parking area of the Greenfield Branch Library property, northeast of the facility main entrance and existing ADA parking area. The potential location is well suited to EV charging. There is adequate space and capacity for the required electrical equipment and load of the new Boost Charger. One existing parking spot would have to be widened, and a new ADA aisleway and a ramp would have to be added to adhere to CBC ADA Section 11B-812. The recommended infrastructure design solution and accompanying estimate to support the FreeWire Boost charger has been formulated based on site feasibility, capacity, and cost effectiveness.

Site Overview - Map



## Site Overview - Satellite



## Site Layout – Electrical Infrastructure



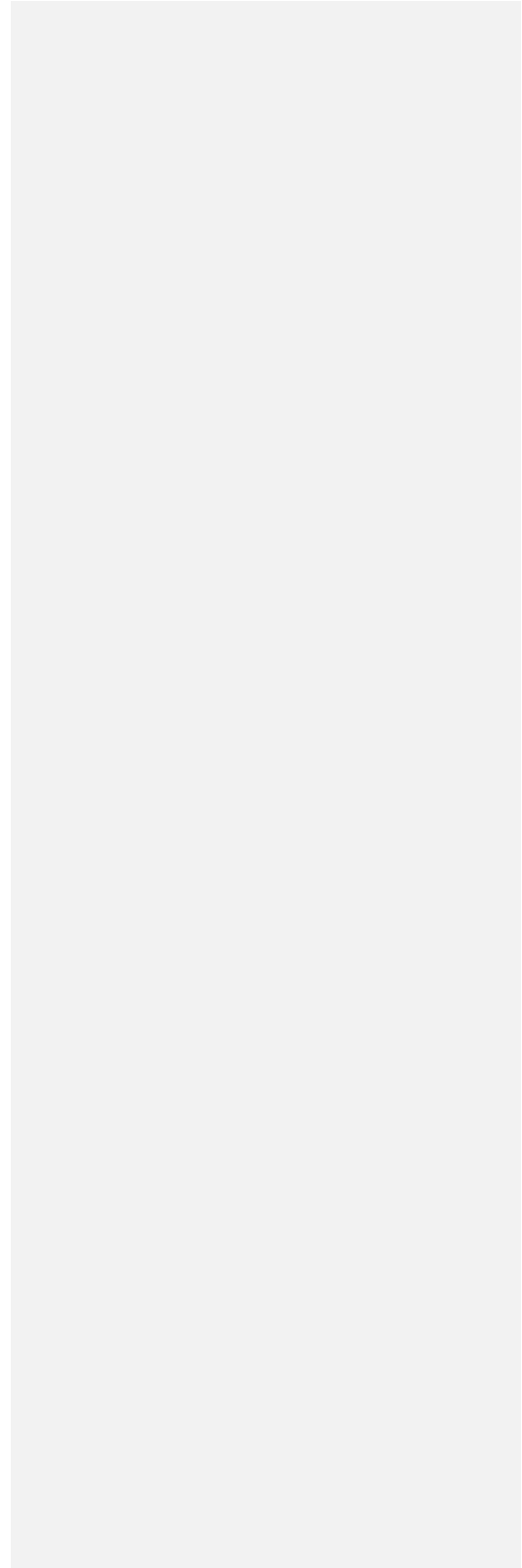
## Site Photos - Electrical



**EXHIBIT B**

**Depiction of the Premises**

*[to be provided]*



## EXHIBIT C

### Addendum to Charging-as-a-Service License Agreement

THIS ADDENDUM TO CHARGING-AS-A-SERVICE LICENSE AGREEMENT (this "Addendum"), dated as of [insert date], 2022 (the "Effective Date"), is entered into by and between [insert name of District], a [insert nature of District entity and state of organization] ("District") and FreeWire Technologies Inc., a Delaware corporation with a business address at 1999 Harrison Street, Suite 2650, Oakland, California 94612 ("Licensee"). District and Licensee may be referred to herein individually as a "Party," and together as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

#### RECITALS:

WHEREAS, District and Licensee entered into that certain Master License Agreement dated as of [insert date], 2022 (the "Agreement");

WHEREAS, District desires to license additional District Property to Licensee ("Additional District Property").

WHEREAS, the Parties desire to amend the Agreement to add the Additional District Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### AGREEMENT:

1. Additional Property. In order to add the Additional District Property, the Parties hereby agree that Exhibit A and Exhibit B attached to the Agreement are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B attached hereto.

2. License Fee. The annual license fee for the Additional District Property shall be \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_) due and payable in the same manner and upon the same terms as the License Fee set forth in the Agreement.

3. Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect. The terms of the Agreement shall govern the Additional District Property.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

***[INSERT NAME OF DISTRICT]***

By: \_\_\_\_\_

Name: \_\_\_\_\_

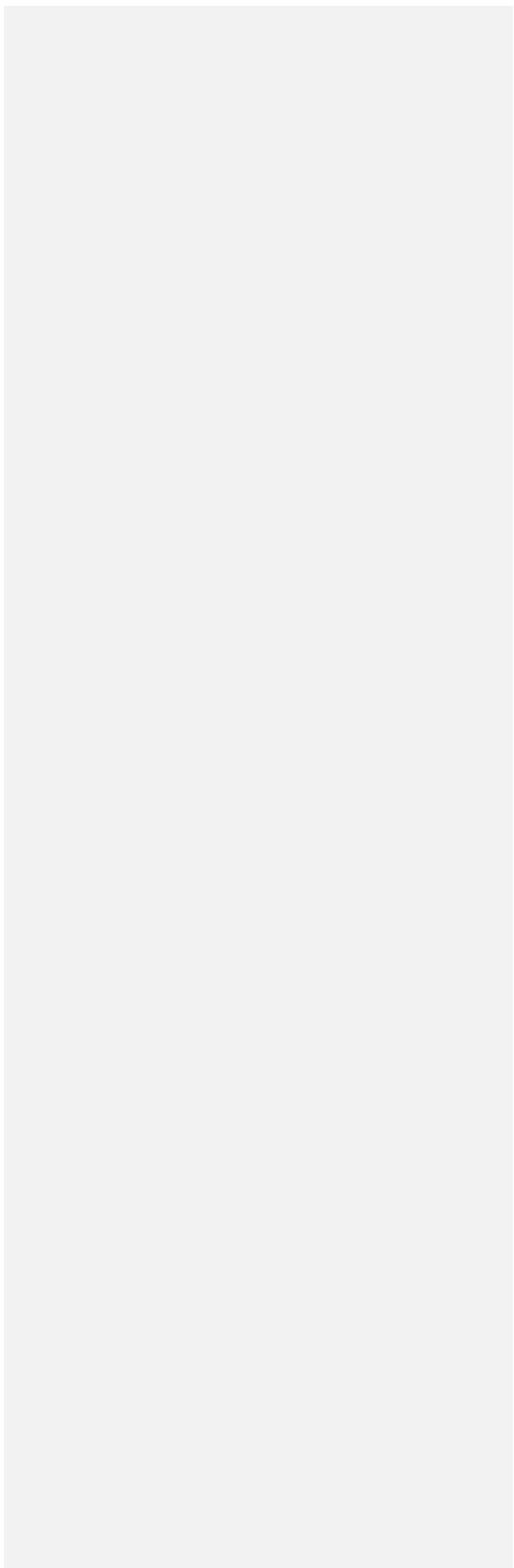
Title \_\_\_\_\_

**FREEWIRE TECHNOLOGIES INC.**

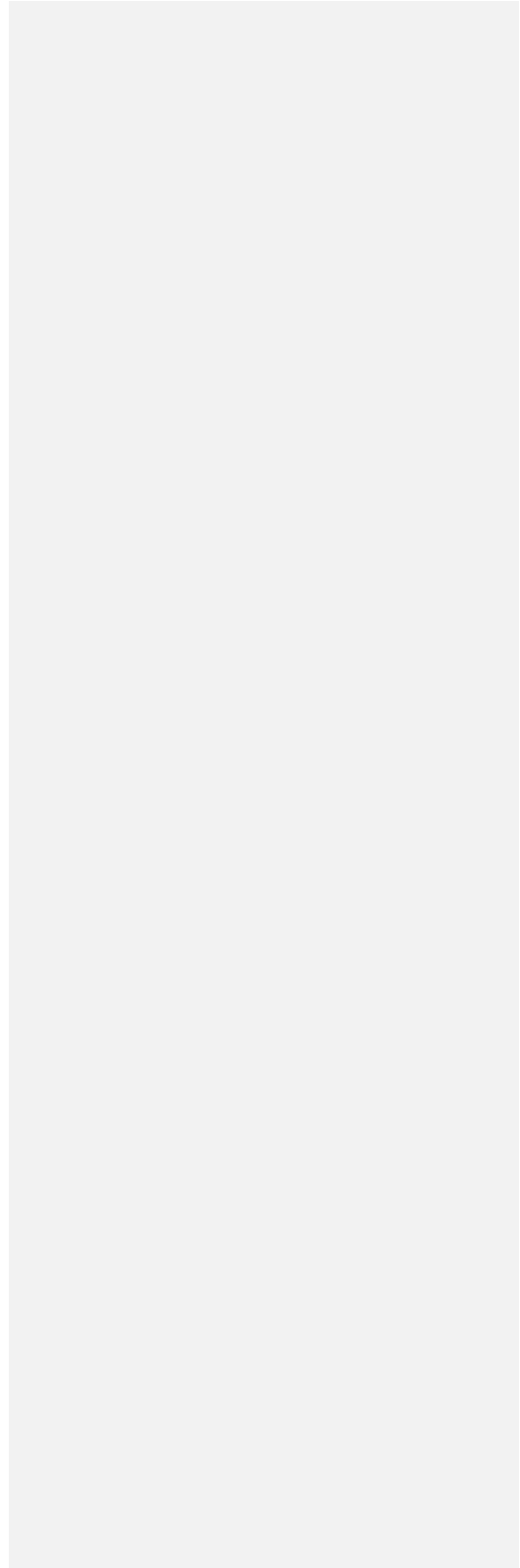
By: \_\_\_\_\_

Name:

Title:



**EXHIBIT D-1**  
**Licensee Insurance**  
*[to be provided]*





**EXHIBIT D-2**  
**District Insurance**  
*[to be provided]*

