

COUNTY OF MONTEREY AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California. (hereinafter “County”) and: FreeWire Technologies, Inc. (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to provide the goods and perform the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

2.0 PAYMENT PROVISIONS:

2.01 CONTRACTOR shall perform work and provide goods in accordance with provisions set forth in **Exhibit A, Exhibit B, Exhibit C and Exhibit D**. This agreement is to provide County with electric vehicle chargers that the CONTRACTOR is able to provide.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is effective upon execution by both parties (the “Effective Date”) until terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before**

County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Work

Exhibit B Durable Covenants

Exhibit C Warranty

Exhibit D California Energy Commission Required Terms

5.0 ` PERFORMANCE STANDARDS

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the

indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance

Threshold: Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor

has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 Confidentiality: "Confidential Information" means any non-public information disclosed by a party (including such party's personnel and agents; together as the "disclosing party") to the other party (including such party's personnel and agents; together as the "receiving party") hereunder, either directly or indirectly, whether

disclosed orally, in writing or otherwise. CONTRACTOR's Confidential Information includes all non-public information relating to the goods, software and/or CONTRACTOR's business. Each party and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Neither party shall disclose any confidential records or other Confidential Information received from the other party or prepared in connection with the performance of this Agreement, unless the disclosing party specifically permits the receiving party to disclose such records or information or such disclosure is in conformance with court order. Each party shall promptly transmit to the other party any and all requests for disclosure of any such confidential records or information. Neither party shall use any Confidential Information gained in the performance of this Agreement except for the sole purpose of carrying out obligations under this Agreement. Except where exempted thereunder or otherwise, information subject to disclosure under the California Public Records Act ("CPRA") shall not be considered Confidential Information. This Agreement shall not prevent a receiving party from disclosing Confidential Information of a disclosing party to the extent required by a judicial order or other legal obligation, including pursuant to the CPRA, provided that, in such event, the receiving party shall promptly notify the disclosing party to allow intervention (and shall cooperate with the disclosing party) to contest or minimize the scope of the disclosure (including application for a protective order). Each party may disclose the terms and conditions of this Agreement as required by the applicable securities laws and CPRA, including requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities. CONTRACTOR shall assert confidentiality over any records for which CONTRACTOR seeks confidentiality protections.

10.02 County Records: When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records: The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR

and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. The parties will agree upon reasonable audit controls hereunder.

10.05 Intellectual Property: Subject to the limited rights expressly granted hereunder, CONTRACTOR and its licensors reserve all of their right, title and interest in and to the Technology, including all of their related intellectual property and other proprietary rights. No rights are granted to the County hereunder other than as expressly set forth herein. All intellectual property rights belonging to a party prior to the execution of an Agreement or created by the parties regardless of the execution of an Agreement shall remain vested in that party. As between the parties, unless otherwise agreed upon in writing: (a) CONTRACTOR does own all intellectual property rights with respect to the goods and technology, or in each case all derivatives, improvements, enhancements or modifications thereof; (b) all such rights are hereby retained by CONTRACTOR or hereby assigned to CONTRACTOR by the County; and (c) except as set forth herein, CONTRACTOR makes no assignment of any sort to the County under this Agreement.

10.06 Aggregate Data: CONTRACTOR may: (1) collect and internally use information and data with respect to the goods and technology; (2) use such data and information to create or modify aggregated, anonymized data ("Aggregated Anonymous Data") which does not identify the County or any of the County's customers; and (3) disclose, use and/or share the Aggregated Anonymous Data. Such information may be disclosed to the County upon request and without cost.

10.07 Collected Data License. The County hereby grants to CONTRACTOR a perpetual, irrevocable, royalty-free, fully-paid, non-exclusive license in (i) data and information submitted by or for the County to CONTRACTOR through any means, including any and all data collected by the goods and the technology ("Collected Data"); (ii) all knowledge and insights resulting from CONTRACTOR's processing of Collected Data whether by automated systems or personnel (which includes, without limitation, including any embedding in, modification to or enhancement of any machine learning system or process as a result thereof or in connection therewith), and (iii) the content of all communications, feedback and communications provided by the County to CONTRACTOR, directly or indirectly, whether in written or oral form: (I) to incorporate into, utilize in or with any goods or upgrades or modifications thereto, or any other services or other offering of CONTRACTOR, including future versions of CONTRACTOR goods; and (II) for any other lawful purpose; provided that, in connection with the

foregoing (II), CONTRACTOR shall (except as expressly set forth herein) not use Collected Data in any manner that makes such Collected Data publicly available unless such Collected Data is Aggregated Anonymous Data. The County further acknowledges and consents to CONTRACTOR's monitoring and collection of Collected Data by means of the technology.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the parties pursuant to a contract with the state or federal government in which one of the parties is the grantee, the parties will comply with the provisions of said contract, to the extent applicable, as set forth in Exhibit D: California Energy Commission Required Terms and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of

employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:

Cora Panturad, Sustainability Infrastructure Analyst

168 W. Alisal St. Salinas, CA 93901

Phone: 831.755.5344

FOR CONTRACTOR:

FreeWire Technologies, Inc.

7200 Gateway Blvd. Newark
CA 94560

Legal@FreeWireTech.com

15.0 MISCELLANEOUS PROVISIONS.

15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no known interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing

and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes: The parties shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County, not to be unreasonably withheld. The CONTRACTOR may subcontract its responsibilities hereunder provided that CONTRACTOR shall be responsible, and liable to the County, for the acts and omissions of its subcontractors under this Agreement as though such acts or omissions were CONTRACTOR's own. CONTRACTOR will further flow through relevant insurance requirements to any subcontractors. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

15.12 Non-exclusive Agreement: This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or

similar services.

15.13 Construction of Agreement: The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority: Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration: This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control, unless otherwise set forth therein.

Exhibit A: Scope of Work

a. **Delivery Date; Title; Risk of Loss.** Except as otherwise expressly set forth herein, title to and risk of loss of goods passes to the County on an Ex Works (EXW) basis upon the date the goods are made available for pick-up by the County's freight forwarder at the relevant location of manufacture of such goods (the "Delivery Date"). CONTRACTOR shall notify the County of the anticipated Delivery Date within a reasonable amount of time after CONTRACTOR's receipt of the County's Purchase Order. CONTRACTOR shall not be obligated to initiate delivery or schedule the Delivery Date until satisfaction of all pre-delivery conditions, including pertaining to payment, set forth on any applicable Purchase Order or Confirmation. Further, CONTRACTOR may, in its sole discretion, without liability or penalty, extend any delivery deadline or timeframe, including the Delivery Date, by up to thirty (30) days on notice to the County.

The County shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of goods to the location identified in the Confirmation (the "Destination Location") using CONTRACTOR's standard methods for packaging goods. CONTRACTOR will not be liable for any delays, loss or damage in transit. Any stated shipping and transportation dates are approximate. CONTRACTOR will not be liable for any losses, damages, penalties, or expenses for failure to meet any such shipping or transportation date. The County is responsible for all loading costs and for providing goods and labor reasonably suited for receipt and installation of goods at the Destination Location and/or the site.

b. **Delivery Modifications.** CONTRACTOR may, in its sole discretion, without liability or penalty, make partial deliveries of goods to the County. Each delivery will constitute a separate sale and the County will pay for the units delivered whether such delivery is in whole or partial fulfillment of the County's purchase order. CONTRACTOR shall have the right to make substitutions and modifications to goods and in the specifications of goods to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall goods form, fit, function or safety specifications.

c. **Storage of Goods.** At the request of the County, CONTRACTOR may store goods purchased by the County for up to ninety (90) days (or longer if agreed to by CONTRACTOR) in CONTRACTOR's warehouse. CONTRACTOR shall notify the County of charges in connection therewith which will be invoiced. The Delivery Date will be deemed to occur on the first (1st) day of such warehousing for the purposes of invoicing, payment, title and risk of loss of such goods.

d. **Inspection, Acceptance.** The County must inspect goods upon receipt. The County will be deemed to have accepted goods unless it notifies CONTRACTOR in writing of any Nonconforming Units within five (5) days of receipt and furnishes written evidence or other documentation as reasonably required by CONTRACTOR. "Nonconforming Units" means only the following: (I) product delivered is different than identified in the County's purchase order; or (II) product's label or packaging incorrectly identifies its contents. If the County timely notifies CONTRACTOR of any Nonconforming Units, then CONTRACTOR will, in its sole discretion, (i) replace such Nonconforming Units with conforming Goods, or (ii) credit or refund the price for such Nonconforming Units, together with any reasonable shipping and handling expenses incurred by the County in connection therewith.

Exhibit B: Durable Covenants

Exhibit FW

FREEWIRE TECHNOLOGIES, INC.

Durable Covenants

This Exhibit is subject to the agreement to which it is attached (“**Agreement**”). Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement.

1. Durable Covenants.

- a. **Restrictions on Use.** The County will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of goods, or any software, application program interface, documentation or data related thereto or embedded therein (“Software”); (b) modify, translate, or create derivative works based on the goods; (c) remove any product identification or notices of any proprietary or copyright restrictions from the goods or any support material or alter or remove any CONTRACTOR branding on the goods; (d) list or otherwise display or copy any object code of goods; (e) use the goods for any purpose other than the use for which it was designed; (f) repair, maintain or service the goods in any way other than as set forth in the included documentation; or (g) use the goods other than in accordance with this Agreement and in compliance with all applicable laws and regulations.
- b. **Third Party Providers.** In order for the goods to function properly, and as a condition precedent to (i) any performance warranties, specifications or service levels pertaining to the goods and (ii) service or support obligations of CONTRACTOR to The County, The County must enter into agreements with a Payment Processor and an EVSP for each piece of the goods hereunder. If, following the Warranty Period, the County does not obtain connectivity service through CONTRACTOR, The County will be responsible for providing its own Cellular Provider. Payment Processors, EVSPs and Cellular Providers are Third Party Providers. THE COUNTY ACKNOWLEDGES AND AGREES THAT CONTRACTOR WILL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY THIRD PARTY PROVIDER INCLUDING ANY CONTENT, GOODS, HARDWARE, SOFTWARE OR SERVICES PROVIDED THEREBY. AS FURTHER SET FORTH HEREIN, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES IN CONNECTION WITH EACH THIRD PARTY PROVIDER AND THE COUNTY’S USE OF AND RELIANCE ON THIRD PARTY PROVIDERS IS AT THE COUNTY’S SOLE RISK. CONTRACTOR goods are only compatible with certain EVSPs, Payment Processors and Cellular Providers (each a “Compatible Provider”). CONTRACTOR will provide the County a list of Compatible Providers for specific goods upon request. CONTRACTOR disclaims any representation or warranty that the CONTRACTOR goods are or will be compatible with any particular EVSP, Cellular Provider, Payment Processor or other Third Party Provider. Further, CONTRACTOR reserves the right, in its sole discretion, to determine if it will cause any goods to be compatible with any particular EVSP, Cellular Provider, Payment Processor or other Third Party Provider. The County may request that CONTRACTOR cause certain goods be made compatible with a particular EVSP, Cellular Provider, Payment Processor or other Third Party Provider. CONTRACTOR may accept or reject such request in its sole discretion subject to such conditions and charges as CONTRACTOR determines in its sole discretion. Charges for CONTRACTOR’s work in connection therewith will be set forth on applicable POs, subject to all applicable provisions of this Agreement.

- c. **Installation.** The County shall be responsible for arranging for the installation and provisioning of the goods and for the costs thereof. At the County's request, CONTRACTOR may provide the names and contact information of one or more installers of Goods; provided that, in providing such information CONTRACTOR makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. Any such installer is a Third Party Provider hereunder. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, FREEWIRE IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.
- d. **EVSP Membership.** The County is responsible for procuring and maintaining registration and connectivity for the goods with an Electric Vehicle Service Provider that a Compatible Provider. CONTRACTOR will provide reasonably requested assistance in connection therewith.
- e. **Payment Processing.** The goods include point-of-sale hardware powered by a Payment Processor. The Payment Processor provides payment processing functionality and the goods will not function without registration and licensing from a Payment Processor that is a Compatible Provider. The County is responsible for procuring and maintaining registration, licensing and connectivity for the goods with a Payment Processor that is a Compatible Provider. CONTRACTOR will provide reasonably requested assistance in connection therewith.
- f. **Cellular Connectivity.** During the Warranty Period CONTRACTOR will provide, pay for and administrate the account, provided by a Cellular Provider that is a Compatible Provider, associated with the good's cellular connectivity. Subsequent to the Warranty Period the County shall be fully responsible for the procurement of all licensing and accounts associated with the provision of a cellular connection from Cellular Provider that is a Compatible Provider. The County is responsible for ensuring that the Site has sufficient cellular reception to allow for connectivity to the applicable cellular network. With the prior written consent of CONTRACTOR, The County may opt to connect the goods to the internet with an Ethernet connection.

Exhibit C: Warranty

FREEWIRE TECHNOLOGIES, INC.

Standard Limited Warranty

CONTRACTOR FreeWire Technologies, Inc. ("**FreeWire**") provides the following Standard Limited Warranty (this "**Warranty**") covering the goods ("**Equipment**").

The County ("**Buyer**") may not purchase the Equipment without the standard, three (3) year Warranty, charges for which will be set forth on the applicable purchase order or confirmation. Buyer acknowledges and agrees that in order to obtain warranty for goods after expiration of the Warranty, Buyer must purchase extended warranties directly from FreeWire. All applicable warranties with respect to the Equipment are set forth in this Warranty and, as further set forth herein, FreeWire disclaims any and all warranties pertaining to the goods, including any implied warranties, warranties of merchantability or fitness for particular purpose, not otherwise expressly made herein.

Please visit <https://freewiretech.com/support/> (the "**Support Website**") for additional information on how to contact FreeWire Support. Any RMA procedures that may be set forth on the Support Website must be followed for all warranty claims notwithstanding anything to the contrary in this Warranty. This Warranty is subject to the Agreement ("**Agreement**") to which it is attached. Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement.

1. Battery Warranty.

FreeWire warrants that the battery components of the Equipment will, at the time of purchase and for the time period set forth below (the "**Warranty Period**"), operate at the energy retention level set forth below (the "**Battery Warranty**").

Warranty Period (whichever comes first)	Energy Retention
3 years or 2,000 cycles ¹	70% ²

¹ One cycle is defined as discharging your battery an amount that equals 100% of your battery's capacity.

² Expressed as a percentage of original rated capacity.

Any battery replaced by FreeWire pursuant to Section 3 of this Schedule may be new or factory refurbished with an energy capacity (i.e., kWh storage) level at or above that of the original battery at the time of notice of a warranty claim. Accordingly, the replacement battery will operate at a level appropriate to its age and utilization, but may not be new.

2. System Warranty.

FreeWire warrants that the mechanical and electrical components (excluding the battery) of the Equipment will, at the time of purchase and for Warranty Period set forth below, be free from material defects in workmanship and will be of merchantable quality (the "**System Warranty**").

Warranty Period
3 years

3. Labor and Parts; Expenses.

During the Warranty Period FreeWire will provide labor and parts pertaining to the repair of the Equipment pursuant to this Warranty.

4. Reporting.

During the Warranty Period FreeWire may provide Buyer with access to FreeWire's digital reporting platform (the "**Reporting Platform**") which provides information pertaining to the performance of the Equipment. FreeWire disclaims all warranties pertaining to the Reporting Platform, including pertaining to uptime, suitability, that it will meet or satisfy Buyer's requirements, merchantability or fitness for a particular purpose. FreeWire may modify, update or otherwise alter the Reporting Platform as determined within its sole discretion.

5. Cellular Connectivity.

During the Warranty Period FreeWire will provide, pay for and administrate the account, provided by a Cellular Provider, associated with the Equipment's cellular connectivity. Cellular Providers are Third Party Providers as set forth in the Agreement. Accordingly, FreeWire has no responsibility for or liability to Buyer for any malfunction or downtime of any cellular account, nor of any performance failures or downtimes of the Equipment or the Reporting Platform associated therewith.

Subsequent to the Warranty Period Buyer shall be fully responsible for the procurement of all licensing and accounts associated with the provision of a cellular connection from a Cellular Provider.

6. Extended Warranty.

Buyer may purchase an extended warranty (an "**Extended Warranty**") for the Equipment which will extend the Warranty Period as follows: either (i) one (1) or (ii) two (2) additional years under the System Warranty and the Battery Warranty. The Extended Warranty does not make any warranty or guarantee regarding the Equipment's energy retention beyond the number of cycles specified in the above Battery Warranty. The Extended Warranty requires Buyer to purchase and maintain an active software subscription with FreeWire for each additional year of the Extended Warranty. Pricing for the Extended Warranty will be provided on the applicable Confirmation.

7. Exclusions; Procedure.

As a condition to this Warranty, FreeWire requires that Equipment have continuous cellular or ethernet connectivity during the course of this Warranty to ensure that all Updates have been installed on the Equipment. FreeWire is unable to properly execute on the Warranty if the Equipment is not updated and connected. If, at any time during the Warranty Period, the Equipment loses connectivity for more than seven (7) consecutive days, FreeWire's obligations under the Battery Warranty, System Warranty, and/or Extended Warranty will be suspended until connectivity is restored. Any such suspension does not extend the term of any Warranty.

This Warranty does not apply to, and FreeWire will not be responsible for, any defect in or damage to Equipment: (a) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally (including with regard physical, hardware, firmware and software components); (b) that has been improperly transported, handled, installed, operated, used or repaired, including use under conditions for which Equipment was not designed, use in an unsuitable environment, or use in a manner contrary to the Installation Guide and the User Manual or applicable laws or regulations; (c) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in Equipment specifications, including high input voltage from generators or lightning strikes; (d) that has been subjected to incidental or consequential damage caused by defects of other third-party components; or (e) if the original identification markings (including serial number) of such products have been defaced, altered, or removed.

This Warranty does not cover: (a) normal wear and tear or deterioration, or cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy storage or degrade form, fit, or function of Equipment; (b) noise or vibrations that is not excessive or uncharacteristic and does not impact Equipment's performance; (c) damage that occurs during shipping or transportation after Equipment is sold to an authorized reseller; (d) damage or deterioration that occurs after the expiration or voiding of the applicable Warranty Period or that is reported more than fifteen (15) days after the expiration or voiding of such period; or (e) theft or vandalism of Equipment or any of its components.

Equipment is not intended for use as a primary or backup power source for life-support systems, other medical equipment, or any other use where product failure could lead to injury to persons or loss of life or catastrophic property damage. FreeWire disclaims any and all liability arising out of any such use of Equipment. Further, FreeWire reserves the right to refuse to service any Equipment used for these purposes and disclaims any and all liability arising out of FreeWire's service or refusal to service Equipment in such circumstances.

FreeWire will not be liable for a breach of this Warranty if: (i) Buyer makes any further use of Equipment after receiving notice of a breach of warranty; (ii) the defect arises because Buyer failed to follow FreeWire's oral or written instructions, including as set forth in any Installation Guide or User Manual, as to the storage, installation, commissioning, use or maintenance of the Equipment, including the installation of Updates; or (iii) Buyer alters, adjusts, removes any element of product enclosure or attachment mechanism, or repairs such Equipment without FreeWire's prior written consent or modifies or otherwise alters any software or firmware running on (or otherwise powering) the Equipment without FreeWire's prior written consent.

FreeWire will not be liable for a breach of this Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to FreeWire within fifteen (15) days subsequent to the time when Buyer discovers or ought to have discovered the defect; (ii) FreeWire is given ten (10) working days after receiving the notice to examine such Equipment and Buyer (if requested to do so by FreeWire) returns such Equipment to FreeWire's place of business at FreeWire's cost for the examination to take place there; and (iii) FreeWire verifies Buyer's claim that the Equipment is defective. Buyer is responsible for the cost of shipping any allegedly defective Equipment to FreeWire in accordance with the RMA procedures on the Support Website. FreeWire reserves the right to ascertain the claim of failure and any required remediation at its sole discretion without limitation.

Subject to the provisions of this Warranty and the Agreement, with respect to any Equipment for which a valid warranty claim is made under this Warranty during the Warranty Period, FreeWire will, in its sole discretion, either: (i) repair or replace such Equipment (or the defective part); or (ii) credit or refund the price of such Equipment at the pro rata contract rate. The Warranty Period will not be extended by virtue of any replacement or repair of Equipment under this Warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY FREEWIRE WITH RESPECT TO THE EQUIPMENT. AS FURTHER SET FORTH IN THE AGREEMENT, FREEWIRE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, QUALITY, ACCURACY, NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

Exhibit D: California Energy Commission Required Terms

Exhibit CEC

California Energy Commission Required Terms Addendum

This California Energy Commission Required Terms Addendum (“**Addendum**”) is made part of and subject to that certain agreement to which it is attached (“**Agreement**”) executed by and between FreeWire Technologies, Inc. and the party whose information appears in the signature block below (“**Subrecipient**”), dated as of the Agreement’s Effective Date. This Addendum shall be effective as of the Addendum Effective Date (as defined below) if duly executed by an authorized representative of each party hereto.

Pursuant to the requirements set forth in the California Energy Commission (“**Energy Commission**”) Zero-Emission Vehicle Infrastructure Terms and Conditions and Appendix 1:

1. Standard of Performance. Subrecipient, its subcontractors and their employees, in the performance of Subrecipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Subrecipient’s field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Energy Commission Agreement Manager (“**CAM**”), shall be borne in total by Subrecipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Subrecipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Subrecipient fails to perform in accordance with the above standard:

- a. Subrecipient will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Subrecipient shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- b. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The Energy Commission shall have the option to direct Subrecipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the Energy Commission directs Subrecipient/subcontractor not to re-perform a task, the Energy Commission and Subrecipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

2. Retention of Records. The Subrecipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement. Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.
3. Audits. Upon written request from the Energy Commission, the Subrecipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Subrecipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Subrecipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Subrecipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Subrecipient agrees to include a similar right to audit in any subcontract. Subrecipient is strongly encouraged to conduct annual audits in accordance with the single audit concept. The Subrecipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.
4. Public Work – Payment of Prevailing Wages.

Generally Required by Law. Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Subrecipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Subrecipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that: prevailing wages are paid; and the project budget for labor reflects these prevailing wage requirements; and the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations; or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Subrecipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Subrecipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Subrecipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Subrecipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Subrecipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Subrecipient shall be responsible for any failure of Subrecipient’s subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Subrecipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission’s performance of this Agreement at the Energy Commission’s option, and shall be at Subrecipient’s sole risk. In such a case, Energy Commission may refuse payment to Subrecipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Subrecipient agrees to indemnify the Energy Commission

and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Subrecipient and/or any of Subrecipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Subrecipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Subrecipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Subrecipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Subrecipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Subrecipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Subrecipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Subrecipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Subrecipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Subrecipient shall submit to the Energy Commission the above-described certificate signed by the Subrecipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Subrecipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

5. **Assembly Bill 841.** By signing this Agreement, Subrecipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the Energy Commission is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include

installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
6. Nondiscrimination. During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Subrecipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Subrecipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
7. Receipt of Confidential or Personal Information.
- a. For the purposes of this Section, “confidential information” refers to information the Energy Commission has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the Energy Commission has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.
 - b. For the purposes of this Section, “personal information” refers to information that meets the definition of “personal information” in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). **Personal information is a type of confidential information and is therefore subject to all requirements for confidential**

information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.

- c. For the purposes of this Section, “special terms for confidential information” refers to the Energy Commission’s special terms and conditions for the receipt of confidential information and personal information. The Energy Commission’s special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.
- d. If the Subrecipient will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Subrecipient must first agree to and comply with the Energy Commission’s special terms for confidential information.
- e. If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, vendors, and other project partners, will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the Energy Commission’s special terms for confidential information. The Subrecipient must flow-down the Energy Commission’s special terms for confidential information into each subcontract, subaward, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Subrecipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.
- f. If this Agreement does not include the Energy Commission’s special terms for confidential information and the Energy Commission determines the Subrecipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Energy Commission reserves the option to amend this Agreement to add its special terms for confidential information.
- g. Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the Energy Commission’s special terms for confidential information, Subrecipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the Energy Commission or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

8. Indemnification. The Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Subrecipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Agreement.

9. Publications – Legal Statement on Reports and Products. No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

10. Order of Precedence. This Addendum is subject to all applicable provisions of the Agreement to which it is attached. For purposes of interpretation, where appropriate, any references to this Addendum shall mean references to the Agreement. To the extent any provision of this Addendum and the Agreement conflict, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of signature of the Agreement (the “**Addendum Effective Date**”).

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
DocuSigned by:
30F2300D718745F...

Contracts/Purchasing Officer

Date: 6/30/2023 | 2:35 PM PDT

By: 
DocuSigned by:
910D1286CA694A8...

Department Head (if applicable)

Date: 6/30/2023 | 2:01 PM PDT

By:

Board of Supervisors (if applicable)


Approved as to Form¹

By: 
DocuSigned by:
5C29050B5BAC433...

County Counsel

Date: 6/30/2023 | 8:53 AM PDT

Approved as to Fiscal Provisions²

By: 
DocuSigned by:
2617DD077D65495...

Auditor/Controller

Date: 6/30/2023 | 1:00 PM PDT

Approved as to Liability Provisions³

By: 
DocuSigned by:
2EF8DC76EE6547F...

Risk Management

Date: 6/30/2023 | 9:18 AM PDT

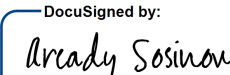
County Board of Supervisors' Agreement Number: , approved on (date):

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the

CONTRACTOR

FreeWire Technologies, Inc.

Contractor's Business Name*

By: 
DocuSigned by:
12C6F13554C74DD...

Signature of Chair, President, or

Vice-President

Arcady Sosinov CEO

Name and Title

Date: 6/2/2023

By: 
DocuSigned by:
7957D49576694FE...

Signature of Secretary/CFO, Treasurer or Asst Treasurer

Michael Beer CFO

Name and Title

Date: 6/2/2023

full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16428

- a. Authorize the County Administrative Officer or designee to implement the installation of Level 3 Electric Vehicle Fast Chargers at the County libraries in Castroville, Greenfield, and San Lucas; and
- b. Authorize the County Administrative Officer or designee to enter into and execute all documents as required to implement this project, subject to review and approval by the Office of the County Counsel as to form and legality.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 27, 2023.

Dated: June 28, 2023
File ID: 23-546
Agenda Item No.: 92

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Freewire Technologies, Inc. 1999 Harrison St., Suite 2650 Oakland CA 94612 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Houston Casualty Company		42374
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570100436656 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36075618	03/15/2023	03/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$1000 <input checked="" type="checkbox"/> Call Ded \$1000			7362-94-54	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71838984	03/15/2023	03/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Technology			H23TG3087502 Claims Made	03/15/2023	03/15/2024	Each Claim \$1,000,000 Deductible \$25,000

Certificate No : 570100436656

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Monterey is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

County of Monterey
 168 W. Alisal St.
 Salinas CA 93901 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.



CHUBB[®]**Liability Insurance****Endorsement**

<i>Policy Period</i>	MARCH 15, 2023 TO MARCH 15, 2024
<i>Effective Date</i>	MARCH 15, 2023
<i>Policy Number</i>	3607-56-18 PLE
<i>Insured</i>	FREEWIRE TECHNOLOGIES INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.