

FRAMEWORK AGREEMENT

This Framework Agreement for co-operation in respect of the provision of EV Charging Stations, entered into by and between the **City of Sugar Land**, a Texas municipality having its principal place of business at 2700 Town Center Boulevard North, Sugar Land, Texas, 77479 ("**Host**"), and **OnPoint EV Solutions, Inc.**, a State of Idaho Corporation having its principal place of business at 5598 N Eagle Road, Suite 102, Boise, ID 83713 ("**OnPoint EV**"), each a "**Party**" and together the "**Parties**," is dated the latest of the dates signed by both parties (the "**Effective Date**").

WHEREAS, OnPoint EV and its Affiliates provide turn-key EV charging services to Drivers and/or operate a network of publicly accessible EV Charging Stations; and

WHEREAS, Host is a Texas municipality that wishes to make EV Charging Stations available for its citizens and members of the general public; and

WHEREAS, OnPoint EV and Host wish to establish a framework that specifies the standard terms and conditions under which the Parties will enter into Site License Agreements and to enable OnPoint EV to install, maintain or operate EV Charging Stations at Sites; NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 Definitions & Interpretations

1.1 Definitions

- (a) "**Additional Site Information**" means specifications relating to a Site, as required by the Parties and may include, but is not limited to (i) a Site's Title Information; (ii) Site plans including Site layout, utilities, existing or proposed easements and infrastructure; (iii) copies of zoning and/or planning permissions issued by Governmental Authorities; (iv) any restrictive covenants, whether or not recorded in the public records, and any restrictions on permitted uses or other rights or obligations under any applicable third party lease which could impact the ability of the Parties to install, maintain, upgrade or operate an EV Charging Station at the applicable Site, and (v) any additional information that may be required in order to obtain applicable permits, licenses, zoning changes or grants.
- (b) "**Affiliate**" means in reference to a Person, any other Person that (a) directly or indirectly controls or is controlled by the first Person, or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general or joint venture partner of a limited partnership or otherwise.
- (c) "**Agreement**" means this Framework Agreement including its Schedules as amended, supplemented, substituted, novated or replaced from time to time in accordance with its terms.
- (d) "**Applicable Data Protection Law**" means all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, and local laws applicable to a party when acting as a controller or processor of Personal Data.

- (e) "**Applicable Law**" means any applicable statute, constitution, ordinance, regulation, rule, administrative order, permits, grant, or other requirement of any federal, state, or local government agency or authority in effect at the time of execution, or during the term, of this Agreement.
- (f) "**Backlog**" means the list of addresses of Locations which both Parties agree are potential Sites and to which Locations may from time to time be added or removed pursuant to Article 4.
- (g) "**Books and Records**" means books, accounts, contracts, records, and documentation, in electronic format, or otherwise, created in or containing information regard performance of the Scope.
- (h) "**Business Day**" means a day, other than a Saturday, a Sunday or a statutory holiday in on which banks are open generally to conduct commercial business in both the States of Texas and New York.
- (i) "**Confidential Information**" means all technical, commercial, photographic or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a Person's business, including EV Charging Station usage data, revenue information, customer data (or other Personal Data), business plans, property information, ways of doing business, business results or prospects, the terms, negotiations, and existence of this Agreement and any agreements, proprietary software, and business records, in each case, disclosed in connection with this Agreement or a Site License Agreement.
- (j) "**Consent**" means all planning permissions and all other consents, licenses, permissions, certificates, permits, authorizations and approvals which will be lawfully required by any competent authority or third party in order to give effect to and observe and perform the terms of this Agreement and any Site License Agreement, including the Host Consents and OnPoint EV Consents.
- (k) "**Consideration**" means the sum payable by OnPoint EV to Host in relation to and in accordance with a Site License Agreement.
- (l) "**Construction Plan**" means a roadmap for the construction, installation and onboarding of an EV Charging Station and related EV Charging Station Infrastructure that OnPoint EV will prepare and present to Host following the procurement of OnPoint EV Consents and Host Consents.
- (m) "**Contract Year**" means the period commencing on the Effective Date and ending 365 days thereafter (or 366 days in the event of a leap year).
- (n) "**Contract Term**" means the period commencing on the Effective Date and ending 10 years thereafter.
- (o) "**Data Controller**" means the Person that alone or jointly with others determines the purposes and means of the Processing Personal Data.
- (p) "**Disclosing Party**" has the meaning ascribed thereto in Article 16.
- (q) "**Driver**" means a user of an EV who charges an EV at an EV Charging Station.
- (r) "**Electricity Supply**" means the arrangement of grid connection and electricity supply to each EV Charging Station from local utilities.

- (s) **"Environmental Condition"** means any pollution, contamination, degradation, damage, injury, or regulatory obligation caused by, related to, arising from, or in connection with the generation, handling, use, treatment, storage, transportation, disposal, Release (hereinafter defined), existence, or emission of any Regulated Substance (hereinafter defined) under all applicable Environmental Law (hereinafter defined) whether on, under, above, or otherwise impacting a Site or having migrated from any Site.
- (t) **"Environmental Law"** means all federal, state, local or municipal laws, rules, regulations, codes, statutes, ordinances, directives, or orders of any Governmental Authority relating to (a) any actual or potential pollutant, including to air, water, or land, (b) waste, including but not limited to its generation, handling, treatment, storage, disposal, arrangement for disposal, or transportation, (c) the handling, treatment, storage, disposal, arrangement for disposal, or transportation of any product, material, or Regulated Substance (as hereinafter defined), or other regulated material, (d) exposure to hazardous or toxic substances, (e) the protection of the environment, public or employee health and safety, public welfare, and natural resources, (f) or other requirement under Environmental Law, which will include, without limitation, the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., the Emergency Planning & Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.
- (u) **"EV"** means a battery powered or plug-in hybrid electric vehicle.
- (v) **"EV Charge Post"** means each EV charging unit, associated sockets, housing and all links to EV Charging Station Infrastructure and other equipment that comprise the EV charging equipment at a Site (but, for the avoidance of doubt, excludes the EV Charging Station Infrastructure).
- (w) **"EV Charging Station"** means that portion of each Site where the EV charging facility has been, or will be, constructed and branded with the OnPoint EV Marks to be operated in connection with the charging of electric vehicles (and includes the EV Charge Posts and parking spaces located therein).
- (x) **"EV Charging Station Data"** means information and data that meet the following two criteria, the information and data: (i) are collected by or on behalf of OnPoint EV or its Affiliates from the EV Charging Stations; and (ii) are provided to the Host by OnPoint EV.
- (y) **"EV Charging Station Infrastructure"** means the transfers, associated protection equipment, utility meters, electric panels, electric lines and similar infrastructure installed at a Site to enable the use of the EV Charge Post. For the avoidance of doubt, the EV Charging Station Infrastructure does not include the EV Charge Post or any other equipment that can be removed without damaging the property.
- (z) **"Force Majeure Event"** means the events qualifying as a force majeure event as expressly set out in Article 23.
- (aa) **"Governmental Authority"** means any (i) governmental entity or authority of any nature, including any governmental ministry, agency, branch, department or official, and any court, regulatory board or other tribunal; or (ii) individual or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature having

jurisdiction or power over any Person, property, operation, transaction or other matter or circumstance.

- (bb) "**Group**" means the OnPoint EV Group or the Host Group, as applicable.
- (cc) "**Host Brand Guidelines**" means Host's guidelines or instructions for the use of the Host Marks as they may be amended by Host or Host Group from time to time with notice to OnPoint EV.
- (dd) "**Host Consents**" mean consents for which Host is responsible for securing in relation to a Site, which may include but are not limited to landlord consents, lender consents, municipal zoning/planning approvals and/or third party consents and which are set forth in **Schedule D**.
- (ee) "**Host Group**" means Host, Affiliates of Host and Site License Agreement Landlords.
- (ff) "**Host Marks**" means the trademarks, branding and logos of Host as set out in **Schedule E**.
- (gg) "**Host Obligations**" means the obligations that Host will perform as set out in a Site License Agreement.
- (hh) "**Initial Site Information**" has the meaning ascribed thereto in Article 4(b).
- (ii) "**Insolvency Event**" means that a Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) is unable to pay its debts as they fall due; (v) has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; or (vi) has not paid any amount due the other Party hereunder on or before the tenth Business Day following written notice that such payment is due.
- (jj) "**IP Rights**" means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights. The term "IP Rights" includes those rights as they exist as of the Effective Date, and all such rights subsequently acquired. For the avoidance of doubt, OnPoint EV's IP Rights include the OnPoint EV Marks and Host's IP Rights include the Host Marks.
- (kk) "**Location**" means any area of land or building occupied by Host or an Affiliate of Host in respect of which Host or an Affiliate of Host have a leasehold or fee interest.
- (ll) "**Marks**" means the Host Marks and the OnPoint EV Marks.
- (mm) "**Person**" means a natural person or a legal entity, including but not limited to any sole proprietorship, partnership, limited partnership, master limited partnership, limited liability company, corporation, firm, trust (including, but not limited to, a real estate investment trust), body corporate, government, governmental body or agency, or unincorporated venture.
- (nn) "**Personal Data**" means any information relating to an identified or identifiable individual, unless otherwise defined under Applicable Laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. This

includes security camera footage requested by OnPoint EV and provided by Host, relating to an identified or identifiable individual.

- (oo) "**Processing**" means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data.
- (pp) "**Receiving Party**" has the meaning ascribed thereto in Article 16.
- (qq) "**Regulated Substance**" means any substance that, as of the Effective Date, is listed, defined, or regulated as a "hazardous material," "hazardous waste," "solid waste," "hazardous substance," "toxic substance," "petroleum," "petroleum product," "hazardous chemical," "extremely hazardous chemical," "toxic chemical," "contaminant," "pollutant," or otherwise regulated material, pursuant to any Environmental Law, including without limitation, asbestos, asbestos-containing material, polychlorinated biphenyls (sometimes called the "PCBs"), perfluoroalkyl and polyfluoroalkyl (sometimes called the "PFASs"), lead-based paints, any petroleum products (including crude oil or any fraction thereof), any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas, and any substance that by any Environmental Laws requires special handling or notification of its collection, storage, treatment or disposal.
- (rr) "**Release**" means any spilling, leaking, seeping, pumping, pouring, emitting, emptying, injecting, discharging, escaping, leaching, dumping, disposing or releasing of a Regulated Substance into the environment (including without limitation, to the air, soil, surface water, groundwater, sewer, septic system, waste treatment, storage, or disposal systems) of any kind whatsoever, including the abandonment or discarding of barrels, containers, tanks or other receptacles containing or previously containing a Regulated Substance.
- (ss) "**Representatives**" has the meaning ascribed thereto in sub-Article 16.1(a)(ii)(A).
- (tt) "**Scope**" means all obligations on the Parties under this Agreement and any Site License Agreements, including performance of the OnPoint EV Obligations and the Host Obligations.
- (uu) "**OnPoint EV Brand Guidelines**" mean OnPoint EV's guidelines or instructions for the use of the OnPoint EV Marks, as they may be amended by OnPoint EV or OnPoint EV Group from time to time and notified to Host.
- (vv) "**OnPoint EV Consents**" mean consents for which OnPoint EV is responsible for security in relation to a Site, which may include but are not limited to landlord consents, lender consents, municipal zoning/planning approvals and/or third party consents and which are set forth in **Schedule F**.
- (ww) "**OnPoint EV Group**" means OnPoint EV and the Affiliates of OnPoint EV, together.
- (xx) "**OnPoint EV Obligations**" means the obligations that OnPoint EV will perform as set out in a Site License Agreement.
- (yy) "**OnPoint EV Marks**" means the trademarks, branding and logos associated or used in connection with the EV Charging Station and which are owned by OnPoint EV or an Affiliate of OnPoint EV, including but not limited to the trademarks, branding and logos set out in **Schedule G**.
- (zz) "**Site**" has the meaning ascribed thereto in Article 5.

- (aaa) "**Site License Agreement Landlord**" means the Person who is a lessor of a Site.
- (bbb) "**Site License Agreement**" means a license agreement in respect of each Site between Host or an Affiliate of Host and OnPoint EV, substantially in the form set out in **Schedule C** and any ancillary agreements entered into relating to the Location adjacent to a Site.
- (ccc) "**Site Assessment**" has the meaning ascribed thereto in Article 5.
- (ddd) "**Site Design**" includes (i) the general layout of the EV Charging Station at the applicable Location, (ii) a high level description of the EV charging equipment (including the wattage) which will be used at the Location, (iii) the location of any separate utility meter and additional electricity connections, including transformers and substations, (iv) the location and type of signage bearing any of the OnPoint EV Marks, and (v) any existing signage or equipment at the Location which requires relocation.
- (eee) "**Subcontract**" means any contract between Host or OnPoint EV and a Subcontractor or between a Subcontractor and another Subcontractor of any tier for the performance of any part of the Scope.
- (fff) "**Subcontractor**" means any party to a Subcontract, other than OnPoint EV and Host.
- (ggg) "**Superior Landlord**" means, with respect to a given Location or Locations, any owner of title to a Location or Site (as the case may be) that is superior to Host's title to a Location or Site (as the case may be).
- (hhh) "**Superior Lease**" means any lease owned by any Superior Landlord.
- (iii) "**Taxes**" mean any tax, fee, duty or charge imposed, levied or assessed by any Governmental Authority on any party, property, or transaction, including, without limitation, income taxes; franchise taxes; privilege taxes; business registration fees; sales and use taxes; value added taxes; ad valorem taxes; excise taxes; FATCA withholdings; taxes on real, personal, or intangible property; employment taxes, insurances, fees and other charges; license fees; inspection fees; environmental fees; customs duties, and other similar assessments.
- (jjj) "**Term**" has the meaning ascribed thereto in Article 2.
- (kkk) "**Termination Date**" has the meaning ascribed thereto in Article 2.
- (lll) "**Title Information**", with respect to each Location, shall mean either of (i) a report, prepared by a title company, identifying the vesting of title with respect to each parcel that is part of the Location and any exceptions, encumbrances, or defects to title or (ii) Host's most recent title policy for each parcel that is part of the Location.
- (mmm) "**Written Proposal**" has the meaning ascribed thereto in sub-Article 4(b).

1.2 Interpretation

- (a) All provisions of this Agreement and Site License Agreements will have the following rules of Interpretation:

- (i) The terms "including" and "includes" mean "including without limitation" and "includes without limitation".
- (ii) The terms "will", "must", and "shall" have equivalent meanings and create a present and ongoing obligation, unless the context otherwise requires.
- (iii) Words indicating the singular also include the plural, words indicating the plural include the singular, and references to any gender include the others, unless the context otherwise requires.
- (iv) Where a term is defined, a derivative of that term will have a corresponding meaning, unless the context otherwise requires.
- (v) Unless expressly stated otherwise, the term "day" refers to a calendar day.
- (vi) No heading, index, title, subtitle, subheading, or marginal note limits, alters, or affects the meaning or operation of this Agreement.
- (vii) Any ambiguity or contradiction will be resolved by reading the Agreement and any relevant Site License Agreement as a whole so that each provision will have effect. If a reading of this Agreement and any relevant Site License Agreement as a whole does not resolve the ambiguity or contradiction, then precedence will be given to the Site License Agreement.

2 Term

This Agreement is effective as of the Effective Date and shall expire ten (10) years from such date (the "**Termination Date**") if no Site License Agreements have been signed before the Termination Date, unless (i) this Agreement is terminated before the Termination Date in accordance with Article 13 or (ii) if OnPoint EV and Host have entered into a Site License Agreement before the Termination Date, in which case this Agreement shall expire when all Site License Agreements have expired or have been terminated in accordance with their terms (the "**Term**").

3 Intentionally Omitted.

4 Backlog

- (a) During the Term, Host and OnPoint EV may maintain a Backlog at their discretion.
- (b) If Host elects to engage OnPoint EV for the installation of EV charging facilities at any Location that is not already in the Backlog, then Host may advise OnPoint EV in writing that it wishes such Location(s) to be added to the Backlog via a written notice including: (i) the Location address, (ii) whether the Location is owned or leased, (iii) the remaining term under the any such lease (if applicable), (iv) whether the Location has existing charging posts (and, if so, how many), (v) if the Location is under construction or renovation, an anticipated completion date for such activities, (vi) the Location's Title Information, (vii) the Location's opening hours, (viii) the average number of customers per day, (ix) average customer dwell time, (x) the number of car parking spaces, (xi) confirmation of whether a car park management scheme is in place, and (xii) presence of competitor charge points (such notice, a "**Written Proposal**" and such information the "**Initial Site Information**"). OnPoint EV will confirm in writing to Host receipt of the Written Proposal.
- (c) OnPoint EV may, acting reasonably, accept or reject Host's Written Proposal within 30 Business Days of receipt of the Written Proposal. If OnPoint EV accepts Host's Written Proposal, the relevant Location will be added to the Backlog. If OnPoint EV rejects Host's Written Proposal, the Parties will not have any further obligations under this Agreement in relation to such Location.
- (d) Within 30 Business Days from the start of each Contract Year or any other time period as agreed by the Parties, Host and OnPoint EV (both acting reasonably) shall agree the ranking of Locations on

the Backlog in order of priority for the installation of EV Charging Stations thereon. Host and OnPoint EV (both acting reasonably) can mutually agree to alter the order of priority during the Contract Year. Host acknowledges that actual construction, installation and operationalization may be driven by other factors, such as permitting, weather delays, Consents, Subcontractor availability, grant deadlines and equipment availability.

- (e) Both Parties shall use commercially reasonable endeavours to implement Articles 5 and 6 in respect of the Locations on the Backlog in order of the priority agreed in sub-Article 4(d); and
- (f) Either Party may remove a Location from the Backlog, by serving 3 Business Day's written notice on the other Party and thereafter the Parties shall not have any further obligations under this Agreement in relation to such Location. Host may re-propose the Location at a later date in accordance with sub-Article 4(b).
- (g) If, prior to service of a notice pursuant to sub-Article 4(f), a Site Design has already been provided for the relevant Location pursuant to sub-Article 5(g), the Party serving notice pursuant to sub-Article 4(f) shall pay to the other Party reasonable and properly incurred Subcontractor or other third party costs, charges, liabilities and/or expenses properly and unavoidably incurred in observing and performing the provisions of Article 5 in respect of the Location.
- (h) Nothing in this Agreement shall be construed to impose an obligation on Host to add any Location to the Backlog or to engage OnPoint EV for the installation of an EV Charge Post at any Location listed in the Backlog.

5 Assessment of Locations

- (a) In respect of any Location on the Backlog, OnPoint EV may serve written notice on Host of its intention to implement the procedure set out in this Article 5.
- (b) Host may provide the Additional Site Information to OnPoint EV within 30 Business Days of receipt of OnPoint EV's notice under sub-Article 5(a).
- (c) OnPoint EV may, at its sole expense, conduct a site assessment or initial due diligence activities relating to a Location, in order to provide a preliminary view of the suitability of the proposed Location (a "**Site Assessment**") within 60 Business Days from receipt of the Additional Site Information. The Site Assessment may include, without limitation, and in OnPoint EV's sole discretion, any or all of the following: obtaining an ALTA survey, conducting any environmental testing or any non-intrusive environmental studies of the Environmental Condition of the proposed Location, geo-technical analysis and development of an initial site layout, as well as seeking any permits or other Governmental Approvals, subject to the approval by Host. Upon OnPoint EV's written request, the Parties shall prepare and execute an appropriate access agreement for the applicable Location (or Host shall facilitate the preparation and execution of an appropriate access agreement with its applicable Affiliate or Superior Landlord) in connection with such Site Assessment, which agreement shall include the consent or signature of any necessary third parties, to the extent such access is not adequately covered by Article 5(d).
- (d) OnPoint EV and OnPoint EV's Subcontractors may enter the relevant Location during regular business hours upon 72 hours' prior notice to Host and prior written approval by Host to carry out a non-intrusive physical investigation as part of the Site Assessment.

- (e) OnPoint EV will review the results of the Site Assessment and advise Host within 60 Business Days from the completion of the Site Assessment whether the relevant Location is suitable for installation of an EV Charging Station.
- (f) If as a result of the Site Assessment, OnPoint EV advises Host that the relevant Location is, in OnPoint EV's sole discretion, unsuitable for the installation of an EV Charging Station, then OnPoint EV shall have no obligation to progress the installation of an EV Charging Station and the Location shall be removed from the Backlog and the Parties will not have any further obligations under this Agreement in relation to such Location.
- (g) If the Site Assessment reveals that the relevant Location is suitable for installation of an EV Charging Station, OnPoint EV shall provide a Site Design to Host for approval. Host shall review the Site Design and provide written approval or rejection of the Site Design within thirty (30) Business Days of receipt.
- (h) If Host rejects the Site Design, Host may at its discretion provide detailed reasons for the rejection. OnPoint EV may subsequently submit a revised Site Design in which case the process described in sub-Article 5(g) shall be repeated until such time as either:
 - (i) Host confirms to OnPoint EV that the Site Design is approved; or
 - (ii) Either Party notifies the other Party that the relevant Location is unsuitable for the installation of the EV Charging Station in which case the Parties will not have any further obligations under this Agreement in relation to such Location.
- (i) Following Host's approval of the Site Design:
 - (i) OnPoint EV shall, at its sole cost, be responsible for the Electricity Supply by obtaining any necessary electric easements and ensuring that the EV Charging Stations contain separately-metered electricity with OnPoint EV as the customer of record for such meters;
 - (ii) OnPoint EV shall use commercially reasonable efforts to obtain and maintain the OnPoint EV Consents and shall be responsible for all costs associated therewith;
 - (iii) Host shall use commercially reasonable efforts to obtain and maintain the Host Consents and shall be responsible for all costs associated therewith;
 - (iv) Where reasonably necessary, OnPoint EV shall assist Host to obtain Host Consents at no cost to Host;
 - (v) Such agreed EV Charging Station and associated EV Charging Infrastructure at the Location (as reflected in the Site Design) shall be deemed a "Site".

6 Site License Agreements

- (a) Upon the approval set forth in sub-Article 5(g), OnPoint EV and the applicable member of the Host Group shall enter into a Site License Agreement in respect of the applicable Site.
- (b) The Site License Agreement shall be substantially in the form set out in **Schedule C** unless otherwise agreed by the Parties.
- (c) OnPoint EV shall license the Site in accordance with the relevant Site License Agreement.
- (d) The term of any Site License Agreement shall be ten (10) years unless otherwise agreed by the Parties.

- (e) The grant of any Site License Agreement shall be subject to Host obtaining the Host Consents.
- (f) If any of the conditions set out in sub-Article 6(e) are not satisfied within 12 months of Host's approval of the Site Design, either Party may remove the Location from the Backlog and neither Party has any further obligations regarding this Location.
- (g) Once OnPoint EV and Host have entered into a Site License Agreement, Host may not, and will ensure that the Host Group does not, install, or allow any Person apart from OnPoint EV, Affiliates of OnPoint EV or Subcontractors of OnPoint EV to install, EV charging facilities at the Location on which the Site subject to the Site License Agreement is located during the term of the Site License Agreement (as defined therein).

7 Installation of EV Charging Station and EV Charging Station Infrastructure

Following execution of a Site License Agreement:

- (a) OnPoint EV shall provide Host with a Construction Plan for Host's approval;
- (b) OnPoint EV shall, at its sole cost, install or procure the installation of the EV Charging Station and related EV Charging Station Infrastructure substantially in line with the Construction Plan, which may be updated from time to time as agreed by the Parties or as may be necessary or prudent due to (i) construction, weather, permitting, supply chain, or utility delays or (ii) delays caused by the Host, Site License Agreement Landlord or Superior Landlord to grant access to the Site in accordance with the terms and conditions of this Agreement or the Site License Agreement; and
- (c) Each Site License Agreement shall require that Host (or Superior Landlord, if applicable), upon OnPoint EV's request, provide signage (including but not limited to a marque or similar signage or signage space) for OnPoint EV's EV Charging Station (using materials provided by OnPoint EV) in the common areas at any Location upon substantially similar terms as Host (or Superior Landlord) has generally provided to other licensees or tenants at the Location; provided, however, that OnPoint EV shall provide Host with all signage, artwork and other visual elements bearing the OnPoint EV Marks for display at the EV Charging Station and at the Site.

8 Operation and Maintenance

- (a) OnPoint EV shall, for each Site that is the subject of a Site License Agreement:
 - (i) receive all revenues from Drivers using the EV Charging Stations and, as between OnPoint EV and the Host Group, be responsible for the price charged to Drivers;
 - (ii) provide consideration to Host as set forth in this Agreement and the Site License Agreement;
 - (iii) bear the cost of the electricity used by the EV Charging Station charged through the Electricity Supply;
 - (iv) be responsible, at its sole cost, for the operation, maintenance and repair of any EV Charging Station and EV Charging Station Infrastructure (to the extent not owned or operated by the utility) and the Site in accordance with the Site License Agreement;
 - (v) supply Host with monthly usage reports, at a minimum, or upon Host's request (usage reports should include site-level and system-wide usage data, in addition to any customer support issues or feedback, providing a comprehensive overview of operational performance); and

- (b) Host shall (and if applicable shall ensure that the Host Group shall), for each Site that is the subject of a Site License Agreement:
- (i) permit all Drivers access to the Site during the normal hours of public access to the Location;
 - (ii) permit OnPoint EV and OnPoint EV's Subcontractors access to any Site, during the normal hours of public access to the Location (or as otherwise agreed by the Parties), to facilitate repairs and maintenance;
 - (iii) promptly notify OnPoint EV on becoming aware that EV Charging Station or EV Charging Station Infrastructure requires any form of maintenance, including, but not limited to maintenance required for damage, defacement, or any form of alteration to the EV Charging Station, EV Charging Station Infrastructure or the OnPoint EV Marks located at the Site;
 - (iv) notify OnPoint EV on becoming aware of any incident impacting health, safety security or the environment at the Site;
 - (v) place or remove an out of service notice (the content of which shall be approved by OnPoint EV) on EV Charging Station at the request of OnPoint EV and for the period of time directed by OnPoint EV;
 - (vi) promptly notify OnPoint EV if Host becomes aware of any suspected malfunction of or interference with the EV Charging Station or EV Charging Station Infrastructure;
 - (vii) promptly notify OnPoint EV via support@onpoint-evsolutions.com (available 24/7), 1 (833) 930-5739 as soon as practicable on becoming aware of any Driver, Host or Site License Agreement Landlord customer complaints about the EV Charging Station, EV Charging Station Infrastructure or related signage;
 - (viii) maintain the EV Charging Station and EV Charging Station Infrastructure in a clean and sanitary condition free from debris, snow, ice, weeds, and obstruction (including the ingress and egress) as comparable to the manner in which Host currently maintains the Location;
 - (ix) maintain and repair the pavement at the EV Charging Station in the same manner in which Host currently maintains the parking area at the Location;
 - (x) keep the EV Charging Station reasonably clear of vehicles, other mobile equipment, and obstructions that restrict traffic flow, endanger customer safety, or detract from the appearance of the Site, except as may be necessary for maintenance or public safety purposes;
 - (xi) maintain any landscaping in any community areas around the EV Charging Station; and
 - (xii) provide OnPoint EV access to security camera footage in case of incidents, except for footage that Host in its sole discretion may determine contains confidential information.

9 Signage & Advertising at Sites

- (a) OnPoint EV may display commercial advertisements on the surfaces and/or screens of the EV Charging Station provided that:
- (i) any advertising complies with all Applicable Laws in relation to such advertising; and
 - (ii) any use of the Host Marks by OnPoint EV in the advertisements shall be subject to the requirements set out in Article 15.
- (b) Host may require OnPoint EV to remove or cease, at OnPoint EV's expense, any advertising or signage at a Site without undue delay to the extent that it (i) would expose Host to negative publicity, or (ii) is in breach of Applicable Laws or Host's policies.

10 Marketing & Press Releases

OnPoint EV shall be entitled to include the Locations and details of Sites that are the subject of a Site License Agreement on any promotional materials concerning the OnPoint EV-branded network, provided that OnPoint EV will not use the Host's logo. Promotional materials include printed, radio, televised and digital promotion, as well as digital assets including but not limited to any mobile apps and website.

11 Relocation, Upgrade and Expansion

11.1 Relocation

- (a) Host may request in writing that OnPoint EV move the EV Charging Station, including any related signage, and, if applicable, related EV Charging Station Infrastructure and OnPoint EV Marks from the Site that is the subject of a Site License Agreement to an alternative Location of at least equal suitability to the current Site, with such suitability to be determined in OnPoint EV's reasonable discretion.
- (b) Within 30 Business Days of receipt of the notice described in sub-Article 11.1(a), OnPoint EV shall, acting reasonably, confirm in writing to Host whether the alternative area being proposed is acceptable.
- (c) If OnPoint EV confirms, in its sole discretion, that the alternative area is acceptable, Host shall prepare the documentation required to amend the existing Site License Agreement.
- (d) Host shall pay to OnPoint EV in accordance with sub-Article 12.2 the costs reasonably incurred or sustained by OnPoint EV and its Affiliates arising out of (i) the relocation of the EV Charging Station Infrastructure, the EV Charging Site and the OnPoint EV Marks to the alternative Site and (ii) the preparation and completion of the documentation required in respect of the relocation of the EV Charging Station and related EV Charging Station Infrastructure, if applicable.
- (e) If OnPoint EV confirms the alternative area is not acceptable, the Parties shall discuss OnPoint EV's concerns and, acting reasonably, co-operate for up to 30 Business Days after such discussion to identify a revised alternative area for OnPoint EV's final review. If OnPoint EV confirms the revised alternative area is acceptable, Host shall prepare the documentation required to amend or replace the existing Site License Agreement.
- (f) If the Parties cannot come to an agreement within 30 Business Days, and upon the written request of Host, OnPoint EV will remove the EV Charging Station, the applicable Site License Agreement will terminate and neither Party will have any further obligations with respect to the Location.

11.2 Upgrade

OnPoint EV may, at its sole discretion and on at least 30 Business Days prior written notice to the Host and in accordance with Article 7, install additional EV Charging Stations or upgrade or replace existing EV Charging Stations at a Site that is the subject of a Site License Agreement provided that no additional parking spaces are required compared to the agreed Site Design and the overall kW capacity of the Site (across all EV Charging Stations at such Site) remains the same or increases.

11.3 Expansion

- (a) The Parties may discuss and seek to pursue in good faith opportunities for expansion of a Site which is subject to a Site License Agreement provided that such expansion increases the number of EV Charging Stations at the Site or increases the overall kW capacity of the Site (across all EV Charging Stations). Such discussion shall include implications of opportunities for expansion on the Site Design and the Consideration.
- (b) If the Parties agree to pursue an opportunity for expansion of a Site in accordance with sub-Article 11.3(a), OnPoint EV shall prepare the documentation required to amend the existing Site License Agreement. Following execution of the resulting amended Site License Agreement, OnPoint EV shall perform the resulting works in accordance with Article 7.

12 Consideration

Pursuant to a Site License Agreement, OnPoint EV shall provide Consideration to Host in accordance with the terms of the applicable Site License Agreement. The Consideration paid by OnPoint EV to Host will be treated as separate and distinct from any City of Sugar Land sales tax obligations or requirements.

13 Termination

13.1 Effect of Termination of Framework Agreement on Site License Agreements, Performance of OnPoint EV Obligations and Consideration

- (a) Termination of this Agreement shall have the effect of terminating all Site License Agreements. Termination of a Site License Agreement shall have no automatic effect of termination of this Agreement or any other Site License Agreements.
- (b) The Parties waive any right to terminate, rescind, or otherwise end this Agreement, on grounds other than those set out in this Article 13.
- (c) From the effective date of termination of this Agreement, OnPoint EV will cease performance of the OnPoint EV Obligations at all Sites.

13.2 Termination for Cause by Either Party

- (a) Either Party may terminate this Agreement or an impacted Site License Agreement for cause by giving 30 days' prior written notice if:
 - (i) the other Party violates (in the reasonable opinion of the terminating Party) any Applicable Law in connection with the performance of the Scope or causes the terminating Party to be in violation of any Applicable Law; provided, however, in the event of an issue with a Host Consent or OnPoint EV Consent, only the impacted Site License Agreements shall be terminated.
 - (ii) the other Party is subject to an Insolvency Event;
 - (iii) the other Party fails to obtain or renew any lapsing Consent they are responsible for obtaining or maintaining in accordance with sub-Article 5(i) (as applicable) with the result being that EV Charging Station cannot be installed at or operate at a Site, providing that any such notice

is of no effect if, prior to such notice expiring, OnPoint EV or Host secures the outstanding Consent.

- (b) Either Party may terminate this Agreement or, at its option, the impacted Site License Agreements for cause if the other Party has breached a non-monetary term or condition of this Agreement or the impacted Site License Agreements other than those set out in sub-Article 13.2(a), and the effect of the breach, or culmination of a series of breaches, is material. In such cases, termination will be effected as follows:
 - (i) Where the terminating Party reasonably determines that the breach is not capable of remedy, the terminating Party may terminate this Agreement or the impacted Site License Agreement by 30 days' prior written notice.
 - (ii) Where the terminating Party reasonably determines that the breach is capable of remedy, the terminating Party will serve notice on the other Party specifying the breach and requiring it to be remedied promptly and at least within 30 days (or, if the applicable breach cannot reasonably be cured within 30 days, such longer time period reasonably necessary to cure the breach, not to exceed 60 cumulative days). If the breaching Party then fails to remedy the breach within the applicable cure period, the terminating Party may terminate this Agreement or the impacted Site License Agreement by subsequent 30 days written notice.
- (c) Either Party may terminate this Agreement and/or the underlying Site License Agreements for cause giving 30 days prior written notice if the other Party fails to pay an invoice for an undisputed amount due and owing that is properly presented, due and payable for more than 45 days, subject to the injured Party giving the breaching Party prior written notice specifying the unpaid amount which is overdue and the breaching Party failing to pay such overdue amount within a further period of 15 Business Days of such notice.
- (d) Without limiting either Party's rights to make its own reasonable determination concerning an event creating a right of termination, each Party must promptly notify the other if any of the events in sub-Article 13.2(a), 13.2(b) or 13.2(c) occur (it being understood that the failure of a non-breaching Party to promptly notify the other Party of such an occurrence shall not be deemed a waiver of the non-breaching Party's right to pursue a termination under this sub-Article).

13.3 Termination for Cause by Host

In the event of excessive downtime of the EV Charge Posts, Host will have the right to terminate this Agreement for cause in accordance with the procedures set forth in sub-Article 13.2(b). Excessive downtime refers to a substantial and recurring interruption or unavailability of the EV Charging Stations beyond acceptable industry standards.

13.4 Removal of EV Charge Posts and the OnPoint EV Marks

- (a) OnPoint EV, at its sole expense, shall arrange for the removal of EV Charge Posts from a Location prior to the effective date of termination or expiry of the relevant Site License Agreement.
- (b) OnPoint EV shall arrange for the removal of all signage, branding and visual identity associated with the OnPoint EV Marks from a Location as well as digital use identifying the Location within 60 days of the termination or expiry of the relevant Site License Agreement.

- (c) Host shall ensure safe and unencumbered access for OnPoint EV, OnPoint EV's Affiliates or OnPoint EV's Subcontractors to the Site to complete removal of an EV Charge Post, signage, branding and visual identity associated with the OnPoint EV Marks.

14 Taxes

Host is not liable to OnPoint EV for any taxes which the Host is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). OnPoint EV will be solely responsible for the timely filing and payment of all applicable Taxes, and any interest, fines, or penalties for which it is liable from the performance of Scope. OnPoint EV will ensure that any Subcontract to which it is a party has terms and conditions relating to Taxes similar to those provided in this Article.

15 Intellectual Property

15.1 IP Rights License

- (a) Each Party expressly agrees, acknowledges and warrants that it has the right to permit the other party to use the other Party's IP Rights only in accordance with this Agreement.
- (b) Each Party agrees and acknowledges that it shall not have, acquire or gain title to nor, except to the extent expressly licensed for use under this Agreement, have, acquire or gain any license to use or make any modification in respect of any of the other Party's IP Rights. Neither Party will make any representation nor do or permit to be done any act which may be taken to indicate that it has any right, title or interest in or to the ownership of the other Party's IP Rights. All goodwill attached to the IP Rights is and shall remain vested in the Party owning it.
- (c) Each Party hereby grants to the other Party and each member of such other Party's Group a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable license during the term of this Agreement to use the Host Marks and the OnPoint EV Marks (as the case may be), solely to the extent necessary for a Party and each member of such Party's Group to comply with and perform its obligations under this Agreement and to make full use and benefit of this Agreement. Neither Party is authorized under this Agreement to assign, license, sub-license, grant security over or otherwise transfer the other Party's Marks or other IP Rights, or to use the other Party's Marks or other IP Rights in any manner not expressly permitted in this Agreement.

15.2 Use of the Host Marks

OnPoint EV agrees that all uses of the Host Marks shall comply with Host's policies. OnPoint EV shall submit samples of intended uses of the Host Marks prior to such use for Host to review and confirm that the proposed use is in compliance with the Host's policies.

15.3 Use of the OnPoint EV Marks

Host shall use the OnPoint EV Marks as directed by OnPoint EV and according to the OnPoint EV Brand Guidelines. Host shall include the prescribed acknowledgements of OnPoint EV's rights in and to the OnPoint EV Marks as directed by OnPoint EV Brand Guidelines or as otherwise agreed by OnPoint EV.

15.4 Obligations to the Parties' Marks

Save as permitted under this Agreement or under separate agreements between the Parties for the purposes set out therein, each Party undertakes, and shall procure that its Group undertakes, not to:

- (a) do or permit to be done anything which jeopardises or impairs the ownership and/or registrations of the other Party's Marks (where such rights are capable of registration) or which dilutes, debases or reduces the commercial value of the other Party's Marks or do anything which damages or dilutes the value, reputation or goodwill in the other Party's Marks or prejudices their legal protection or causes confusion or deception as to ownership of the other Party's Marks;
- (b) use the other Party's Marks in combination with any other trademark or logo without the prior written approval of the other Party;
- (c) use the other Party's Marks as part of any corporate, trading, business, domain name or meta-tag; or
- (d) use any other trademark so resembling the other Party's Marks to be likely to cause confusion with the other Party's IP Rights.

15.5 Surrender and Destruction on Termination of Items Comprising IP Rights

Each Party shall promptly surrender to the other Party, remove and/or destroy at the other Party's instruction any items containing, composed of and/or comprising that Party's IP Rights and all copies thereof each time when requested to do so by the other Party and in any event automatically on the termination of this Agreement.

15.6 Site Plans and EV Charging Station Infrastructure

- (a) During the term of the relevant Site License Agreement, OnPoint EV hereby grants Host a royalty-free, revocable license to use and retain any Site plans it provides to Host Group, for its internal purposes and during the normal course of its business, without warranty as to the accuracy thereof.
- (b) Host acknowledges that OnPoint EV Marks, EV Charging Station, EV Charging Station Infrastructure, EV Charging Station Data, and any associated IP Rights are, and shall at all times remain, the property of OnPoint EV or its licensors.
- (c) Host shall not remove, conceal, or cover the OnPoint EV Marks or any other markings, labels, legends, notices, trademarks, or trade names installed or placed on the EV Charging Station or any peripheral equipment for use in connection with the EV Charging Station, except as may be necessary for maintenance or safety reasons.

15.7 Grant of Rights to Host in EV Charging Station Data

- (a) OnPoint EV, under its IP Rights, hereby grants to Host during the Term a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and use (but not modify) EV Charging Station Data solely for Host's internal business purposes.
- (b) Host shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights in the EV Charging Station Data; (ii) use the EV Charging Station Data for the benefit of any third party; (iii) alter or remove any copyright, patent, trademark, or other protective notices included with the EV Charging Station Data; (iv) modify, copy, or create derivative works based on the EV

Charging Station Data; (v) access the EV Charging Station Data for the purpose of building a competitive product or service or copying its features or user interface; or (vi) otherwise use EV Charging Station Data except as expressly permitted pursuant to this Article.

15.8 No Implied Rights

Nothing in this Agreement shall be construed to grant either Party any rights other than those expressly provided herein. Any rights granted to a Party under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted herein are reserved.

16 Confidentiality

16.1 Disclosure, Destruction and Survival

- (a) In consideration of the disclosure of Confidential Information by the disclosing Party (the “**Disclosing Party**”), the Party receiving such Confidential Information (the “**Receiving Party**”) agrees and undertakes:
 - (i) That it shall not at any time disclose to any Person any Confidential Information disclosed to it by the Disclosing Party (or any member of the Disclosing Party’s Group), except as permitted by this Article or as otherwise authorized by the Disclosing Party (including, but not limited to, as may be reasonably necessary in connection with an application or request for OnPoint EV Consents, Host Consents or grant applications in connection with this Agreement or an underlying Site License Agreement).
 - (ii) The Receiving Party may disclose the Disclosing Party’s Confidential Information:
 - (A) to its, and to its Group’s, employees, officers, agents, consultants, attorneys, advisers or Subcontractors (“**Representatives**”) who need to know such information for the purposes of carrying out their duties and the Receiving Party’s obligations under this Agreement and each Site License Agreement (or to enforce the terms hereof or thereof), provided that the Disclosing Party takes reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Article as though they were a party to this Agreement. The Disclosing Party shall be responsible for its Representatives’ compliance with the confidentiality obligations set out in this Article;
 - (B) upon court order, subpoena or investigative demand by any Governmental Authority or any securities exchange to which the Receiving Party is subject or submits, in which case it shall only disclose the minimum Confidential Information required and shall, where lawful, consult with the Disclosing Party prior to any such disclosure;
 - (C) to the extent the Confidential Information is or has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this Article; and
 - (D) to the extent the Disclosing Party has given prior written consent to the disclosure.
- (b) Notwithstanding any other provision in this Agreement, the Parties recognize that the Host is a governmental entity and agree that any provision in this Agreement that attempts to prevent the

Host's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, or that imposes notice requirements on the Host that do not otherwise exist by law, is invalid. (Chapter 552, Texas Government Code). In accordance with the Texas Public Information Act, Host will provide written notice to OnPoint EV of requests for information that the Host determines, in its sole discretion, request trade secrets or confidential commercial or financial information of Host (Texas Government Code §§ 552.305, .110). Host has no obligation to provide OnPoint EV with written notice of any other requests for information under the Public Information Act, and no obligation to provide written notice to OnPoint EV before responding to any requests for information.

- (c) On completion, termination or other expiry of this Agreement, the Confidential Information and any records or copies of the same in whatever form, must on request be destroyed or returned promptly to the Disclosing Party. Notwithstanding the foregoing, the Parties recognize that Host is subject to records retention requirements under Texas law. Any provision in this Agreement that requires the Host to destroy or give documents back to OnPoint EV in conflict with Texas law regarding retention of records is void.
- (d) That the restrictions contained in this Article shall continue to apply after the termination or expiry of this Agreement and individual Site License Agreements without limit in time.

17 Compliance with Applicable Laws

17.1 Compliance with Applicable Laws, Anti-Bribery, Anti-Money Laundering and Anti-Corruption

- (a) Each Party shall, and shall ensure that their respective Groups, Affiliates and Subcontractors comply with all Applicable Laws relating to the Party's respective obligations and performance under this Agreement including, without limitation, those pertaining to health, safety, and environmental matters.
- (b) Each Party represents and warrants:
 - (i) in connection with this Agreement and the business resulting therefrom, it is knowledgeable about and will comply with all Applicable Laws relating to anti-bribery and corruption and anti-money laundering; and
 - (ii) to the best of its knowledge, it (nor the OnPoint EV Group or Host Group, as applicable) has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any Governmental Authority or any other Person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate Applicable Laws relating to anti-bribery and corruption.
- (c) Nothing in this Agreement requires either Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not be in compliance with all Applicable Laws and requirements relating to anti-bribery and corruption and anti-money laundering.
- (d) Host acknowledges that the contents of this Agreement and any Site License Agreements may be disclosed by OnPoint EV to third parties for the purposes of demonstrating compliance with this Article, but only to the extent required by Applicable Laws. Host's performance of Host Obligations

is expressly made on the basis that Applicable Laws will not be violated. OnPoint EV acknowledges that the contents of this Agreement and Site License Agreements may be disclosed by Host to third parties for the purpose of demonstrating compliance with this Article, but only to the extent required by Applicable Laws.

17.2 Disclosure of Interested Persons for Council-Approved Agreements

- (a) Agreements that require Host's City Council approval, such as agreements that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute, Host may not enter into an agreement with a business entity that requires Council approval unless OnPoint EV submits a disclosure of interested persons at the time OnPoint EV submits a signed agreement to the Host. A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
 - (i) A list of each interested party for the Agreement of which OnPoint EV is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the agreement, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (ii) The signature of the authorized agent of the OnPoint EV, acknowledging that the disclosure is made under oath and under penalty of perjury.
- (b) The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by OnPoint EV and submitted to Host at the time of execution of this Agreement, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Certificate of Interested Persons form is available on the Commission's website and OnPoint EV shall follow the Commission's filing process adopted pursuant to the statute. The Certificate of Interested Persons form will be attached hereto as **Schedule B** and incorporated herein.

17.3 Prohibition on Agreements with Certain Foreign-owned Companies in Connection With Critical Infrastructure

- (a) Certain agreements for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to an agreement for critical infrastructure that:
 - (i) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes;
 - (ii) and where the Host knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (1) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
 - (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

- (b) In signing this Agreement, OnPoint EV represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not an agreement prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

17.4 Books and Records; Audit

- (a) OnPoint EV will maintain adequate internal controls and procedures to ensure compliance with Applicable Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its Books and Records.
- (b) Host will have the right to confirm OnPoint EV's compliance with Applicable Laws and record keeping by audit. OnPoint EV will keep Books and Records available for audit while this Agreement is in effect and thereafter for as long as required by Applicable Laws.
- (c) Audits may take place during or after the Term, so long as notice of an audit is provided prior to the expiration of the period set out in sub-Article 17.3(b) above for the retention of Books and Records.
- (d) Where OnPoint EV relies on OnPoint EV Group to perform any aspect of OnPoint EV Obligations, OnPoint EV will ensure that OnPoint EV Group:
 - (i) maintains its Books and Records for the same purposes and for equivalent periods; and
 - (ii) provides Books and Records upon request by Host, which may be required to similarly confirm satisfaction of the compliance and record keeping obligations.

17.5 Personal Data Protection

The Parties may provide each other with Personal Data in the course of the performance of this Agreement and any Site License Agreement, the Processing and transfer of which will be done in accordance with Applicable Data Protection Law; provided, however, that neither Party will provide to the other any Personal Data that is not required for the Parties' respective performance of this Agreement and any Site License Agreement. Each Party is a Data Controller in respect of the Personal Data. Neither Host nor OnPoint EV shall share any Personal Data of the other Party with OnPoint EV Group or Host Group, respectively (except with its own Affiliates as necessary to perform its obligations under this Agreement and any Site License Agreement) without OnPoint EV's or Host's prior express written consent, except as may be necessary to comply with Applicable Laws.

18 Indemnity

- (a) **ONPOINT EV HEREBY COVENANTS, REPRESENTS, AND RELEASES THE HOST, AND HOST'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE HOST AND ITS/THEIR SUCCESSORS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, AND THE AFFILIATES OF AND PERSONS AND ENTITIES RELATED TO ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS "HOST-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND AND HOLD THE HOST-RELATED PARTIES HARMLESS AGAINST ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER**

IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH INVESTIGATING, PREPARING, PROSECUTING OR SETTLING ANY LEGAL OR ALTERNATIVE DISPUTE RESOLUTION ACTION OR PROCEEDING), EXPENSES, LIABILITIES, ASSESSMENTS, TAXES, COSTS, FEES, LIENS, PENALTIES, FINES, LOSSES, DAMAGES, JUDGMENTS, OR PENALTIES OF WHATEVER NATURE OR DESCRIPTION, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY "LIABILITIES") INCURRED BY ANY HOST-RELATED PARTY, WHICH LIABILITIES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, AROSE FROM OR MAY IN THE FUTURE ARISE FROM, OR ARE ALLEGED TO HAVE ARISEN FROM THIS AGREEMENT.

FOR PURPOSES OF THIS INDEMNITY AND RELEASE, THE TERM "ARISE FROM" MEANS OCCURS IN CONNECTION WITH OR AS A RESULT OF OR IS CAUSED BY. THIS ARTICLE 18 SURVIVES THE TERMINATION OF THIS AGREEMENT.

- (b) ONPOINT EV SHALL BE LIABLE TO THE HOST FOR DAMAGES SUSTAINED BY THE HOST AND RESULTING FROM THE ACTS AND OMISSIONS OF ANY CONTRACTOR, SUBCONTRACTOR, OR ANY PARTY INVOLVED DIRECTLY OR INDIRECTLY IN ONPOINT EV'S INSTALLATION, REPAIR AND/OR MAINTENANCE OF THE EV CHARGING STATIONS. ANY ACT OR OMISSION OF SUCH PARTY SHALL BE CONSIDERED AN ACT OR OMISSION OF ONPOINT EV.
- (c) PROMPTLY UPON LEARNING OF ANY CLAIM FOR WHICH IT SEEKS INDEMNIFICATION UNDER THIS LEASE, HOST SHALL GIVE WRITTEN NOTICE TO ONPOINT EV OF THE CLAIM. ONPOINT EV SHALL BEAR THE COST OF AND SHALL HAVE THE RIGHT TO SELECT COUNSEL OF ITS OWN CHOICE. HOST SHALL COOPERATE AND ASSIST ONPOINT EV IN INVESTIGATING AND DEFENDING AGAINST THE CLAIM. IF ONPOINT EV DOES NOT PROVIDE THE INDEMNITY AND DEFENSE, OR IF ONPOINT EV DOES NOT MAKE DILIGENT EFFORT TO SETTLE THE CLAIM OR PROVIDE FOR A DEFENSE, HOST MAY ASSUME CONTROL OF THE MATTER WITH COUNSEL OF ITS OWN CHOOSING AND EITHER MAKE A REASONABLE SETTLEMENT OF THE CLAIM OR UNDERTAKE A DEFENSE, ALL AT ONPOINT EV'S SOLE COST AND EXPENSE.

19 Liabilities and Limit of Liability

HOST WILL NOT BE LIABLE FOR, ONPOINT EV WAIVES ALL RIGHTS AND CLAIMS AGAINST HOST FOR, AND ONPOINT EV EXPRESSLY ASSUMES LIABILITY FOR, ANY CLAIMS, LOSSES, OR ACTIONS (INCLUDING ATTORNEY'S FEES) FOR ANY INJURY TO A PERSON OR DAMAGE TO OR LOSS OF PROPERTY ON OR ABOUT THE LOCATIONS, CAUSED BY ONPOINT EV, ITS AGENTS, EMPLOYEES, INVITEES, OR BY ANY OTHER PERSON ENTERING THE LOCATIONS UNDER EXPRESS OR IMPLIED INVITATION OF ONPOINT EV, OR ARISING OUT OF ONPOINT EV'S USE OF THE LOCATIONS PURSUANT TO THIS AGREEMENT OR THE RELEVANT SITE LICENSE AGREEMENT. ONPOINT EV AGREES TO USE REASONABLE EFFORTS TO INCLUDE IN ITS CONTRACTS WITH ANY THIRD PARTIES THE OBLIGATION FOR SUCH PARTIES TO INDEMNIFY AND HOLD HOST HARMLESS FROM ANY AND ALL LOSS AND EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) RESULTING FROM CLAIMS AND

**DAMAGES CAUSED BY, ARISING OUT OF, OR INCURRED IN CONNECTION WITH,
THIS AGREEMENT.**

20 Insurance

OnPoint EV shall maintain throughout the duration of this agreement the insurance requirements set forth in **Schedule A**, which is incorporated herein.

21 Assignment

- (a) An assignment or novation by a Party of all or any part of this Agreement or any Site License Agreement requires the written consent of the other Party.
- (b) The Parties will cooperate in promptly providing and signing documents evidencing assignment, novation, or consent to such assignment or novation.
- (c) This Agreement and any Site License Agreements executed pursuant hereto will be binding on and inure to the benefit of any successor to this Agreement and associated Site License Agreements, including any assignees.

22 Relationship of the Parties

- (a) Neither this Agreement nor any Site License Agreements nor performance of the Scope creates a partnership, joint venture or fiduciary relationship between the Parties. Neither Party is appointed as an agent of the other. This Agreement and Site License Agreements do not permit either Party to make any commitment on behalf of the other Party.
- (b) Neither Party's employees, nor the employees of the Party's Subcontractors or Affiliates, are not to be considered employees of the other Party and are not eligible to participate in any of the other Party's employee benefit plans.

23 Force Majeure

23.1 Force Majeure Events

- (a) OnPoint EV and Host are each excused from performance of the affected part of Scope, while performance is prevented by a Force Majeure Event unless the event:
 - (i) was contributed to by the fault of the Party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence by (A) any Person in Host Group where Host claims force majeure or (B) any Person in OnPoint EV Group where OnPoint EV claims force majeure; or
 - (ii) relates to an inability to make payments of money or secure funds.
- (b) Only the following are Force Majeure Events:
 - (i) riots, wars, blockades, or acts of sabotage;
 - (ii) threats or acts of terrorism;
 - (iii) radioactive contamination;
 - (iv) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes;

- (v) epidemics, pandemics and/or public health emergencies;
- (vi) maritime or aviation disasters;
- (vii) strikes or labour disputes which materially impair the ability of the Party claiming force majeure to perform the Scope;
- (viii) government sanctions, embargoes, mandates, or laws that prevent performance (including, without limitation, governmental stay-at-home orders);
- (ix) a material change in Applicable Law;
- (x) except as expressly provided otherwise in the Agreement, inability of a Party to timely obtain Consents required for performance;
- (xi) a material change in restrictive covenants applicable to a Site; or
- (xii) non-performance of a Party's Subcontractor where the Subcontractor has been or is affected by one of the above Force Majeure Event. However, performance will only be excused under this sub-paragraph if the Parties agree that substitute performance by another subcontractor is impracticable under the circumstances.

23.2 Conduct During the Force Majeure Event

- (a) The Parties will take reasonable measures to protect the Scope where they have advance notice of an impending Force Majeure Event.
- (b) A Party whose performance is delayed or prevented will:
 - (i) notify the other Party without delay;
 - (ii) use reasonable endeavours to mitigate the effects (provided that such Party shall not be required to settle a labor dispute or strike); and
 - (iii) provide, on a reasonable basis, plans for resumed performance and revised schedules.
- (c) After cessation of the Force Majeure Event, the Parties will promptly resume performance of the impacted portion of the Scope.

23.3 Termination Due to a Force Majeure Event

OnPoint EV may terminate a Site License Agreement on 30 days' written notice with immediate effect if any Force Majeure Event results in inability for Drivers to use the EV Charging Station at the affected Site for more than 90 consecutive or 180 cumulative days.

24 Governing Law & Dispute Resolution

24.1 Governing Law

This Agreement and any Site License Agreement, and any dispute or claim arising out of or in connection with this Agreement or any Site License Agreement or their subject matter or formation, including any non-contractual disputes or claims, shall be subject to and governed by the Law of the State of Texas, without giving effect to principles of conflicts of law that would result in the application of the laws of another jurisdiction. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Fort Bend County, Texas.

24.2 Dispute Resolution

If either Party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The Parties will each pay one-half of the mediator's fees.

25 Notices

25.1 Requirements

- (a) All notices or other communications under this Agreement must be in English and in writing and:
 - (i) Delivered by hand;
 - (ii) Sent by pre-paid courier;
 - (iii) Sent by registered mail; or
 - (iv) Sent by email or DocuSign (or similar software) with delivery confirmation received from the recipient, to:
 - (A) For EV Charging Station Licensee:
OnPoint EV
Rolly Woolsey, CEO
5598 N Eagle Rd, Suite 102, Boise, ID 83713
Rolly@onpoint-evsolutions.com
 - (B) For Site Licensor and Host:
City of Sugar Land, Texas
Michael W. Goodrum, City Manager
P.O. Box 110, Sugar Land, TX 77487

25.2 Effectiveness

Notices and communications are effective when actually delivered at the address specified in sub-Article 25.1 for receipt of notices, which may be evidenced by a confirmation of the receiving Party, a delivery confirmation by the courier or postal service, or a confirmation generated by the recipient's email server (provided that any notice delivered by email outside of recipient's normal Business Hours will be deemed delivered on the following Business Day).

25.3 Exceptions

- (a) Different notice provisions may be arranged, such as notices provide through electronic communication management tools specified by OnPoint EV, where the requirement for this is agreed in advance by the Parties.
- (b) Notice provisions specified in this Article will not apply to service of subpoenas or notices in connection with legal proceedings in court or administrative actions, which instead are required to be made in accordance with Applicable Laws.

26 General Provisions

26.1 Further Assurances

The Parties will take such actions as may be reasonably required to perform the Scope, including providing information and delivering documents, so long as the actions are consistent with this Agreement or any Site

License Agreement and do not require a Party to assume a material obligation that is not specified in this Agreement or any Site License Agreement.

26.2 Retention of Rights

The Parties retain their rights and remedies under Applicable Laws, subject to any provisions in this Agreement or a Site License Agreement that provide otherwise.

26.3 Language

This Agreement and any Site License Agreement, and all ancillary notices, correspondence, and other documents, will be in English. Where translations have been provided, the English version will prevail in case of any conflicts or inconsistencies between translations.

26.4 Non-Waiver

A provision of this Agreement or any Site License Agreement is not waived unless made in writing by an authorised representative of the waiving Party. The delay or failure of a Party to enforce a provision under this Agreement or a Site License Agreement does not constitute a waiver of that provision. The waiver of a right or the partial exercise of a remedy does not limit a Party's entitlement to later exercise that right or remedy.

26.5 Invalidity and Severability

If any provision of this Agreement or a Site License Agreement is determined invalid or unenforceable in any respect, the provision will remain enforceable in all other respects, and all other provisions of this Agreement or a Site License Agreement will be given full effect. The Parties agree to replace the provision with a valid provision that achieves to the greatest possible extent the purposes of the original provision.

26.6 Survival

Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of this Agreement or a Site License Agreement do so, along with all remedies attached to them. Provisions that survive include any indemnities, limitations, exclusions, and releases, as well as provisions regarding duties on termination, Taxes, audit rights, record keeping obligations, governing law, dispute resolution, insurance, confidentiality, and protection of intellectual property and IP Rights. Those provisions will survive for the period set out in this Agreement or a Site License Agreement, or if no period is specified, then for the maximum time permitted under Applicable Laws.

27 Amendments

Amendments to this Agreement or a Site License Agreement must be made in writing and signed by the Parties' authorised representatives in order to be binding.

27.1 Third Party Rights

- (a) Affiliates of OnPoint EV or Host who are not a party to this Agreement or a Site License Agreement, but who have benefits expressly conferred on them by this Agreement or the applicable Site License Agreement, are entitled to enforce those benefits; provided, however, that (i) the Parties to this Agreement (and not their corresponding Affiliates) must be the ones to bring such claims on behalf

of their respective Affiliates, and (ii) any such claims will be subject to the same limitations and exclusions of liability set forth in this Agreement. Otherwise, no term of this Agreement or a Site License Agreement will be enforceable by any Person who is not a party to this Agreement or a Site License Agreement.

- (b) The Parties may amend or terminate this Agreement or a Site License Agreement without notice to or the consent of any Person not a Party, but conferred benefits, even if rights to enforce a benefit conferred by this Agreement or a Site License Agreement, may be varied or extinguished.

27.2 Mitigation of Loss

Each Party will take all reasonable steps to mitigate any damages or other liabilities resulting from breach of this Agreement or a Site License Agreement by the other Party; provided, however, that neither Party shall be obligated to incur expenses in order to mitigate such damages or other liabilities.

27.3 Entire Agreement, Counterparts, Digital Signature and Further Assurances

- (a) This Agreement and all Site License Agreements executed pursuant hereto set forth the entire agreement between the Parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in this Agreement or a Site License Agreement as included.
- (b) This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document. All such counterparts shall together constitute and be construed as one instrument. A signed counterpart provided by way of electronic transmission (including an exchange of PDF signatures or via DocuSign) shall be as binding upon the Parties as an originally signed counterpart.
- (c) The Parties may from time to time execute and deliver such other and further transfers, assignments, and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intent of this Agreement.
- (d) This Article 27.3 shall survive the termination or expiry of this Agreement and shall not merge with the provisions of any documents delivered pursuant to any other section of this Agreement.

[Remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the latest of the dates signed by the parties below.

ONPOINT EV SOLUTIONS, INC.

CITY OF SUGAR LAND

By: *Roland Woolsey*
Name: Roland Woolsey
Title: President & CEO
Date: 07/12/24

By: _____
Name: Michael W. Goodrum
Title: City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

This is the Execution Page for the Framework Agreement between OnPoint EV and City of Sugar Land.

Schedule A

Insurance Requirements

See Attached

Schedule B

Certificate of Interested Persons

See Attached

Schedule C

Site License Agreements

See Attached

Schedule D

Host Consents

Host shall be responsible for obtaining, or causing its Affiliates to obtain, the following Host Consents:

1. Any consent of a mortgagee of Host or of a mortgagee of any Superior Landlord with respect to a Site;
2. Where Host has leasehold title to the Site, any consent of or agreement by a Superior Landlord (including to the grant of the Site Lease, amendment to any use restrictions under the lease) which may be required pursuant to the terms of the superior lease in order to grant and implement the terms and conditions of a Site License Agreement;
3. Any amendments to restrictive covenants or approvals of a property owners' association or architectural control commitment as may be necessary or desirable with respect to a Site.

Schedule E

Host Marks

See Attached

Schedule F

OnPoint EV Consents

See Attached

Schedule G

OnPoint EV Marks

See Attached