



FORD PRO EV CHARGING SOLUTIONS HARDWARE SALES TERMS & CONDITIONS

These Ford Pro EV Charging Solutions Hardware Sales Terms and Conditions (together with all Sales Orders, these “T&Cs”) are a legally binding agreement between Customer and Ford Pro, effective upon your acceptance hereof by clicking the “Accept” button (the “Effective Date”). Customer and Ford Pro are occasionally referred to herein as the “Parties” or, individually, as a “Party.”

1. SALE OF HARDWARE. Throughout the Term, Ford Pro will sell to Customer, and Customer will purchase from Ford Pro, (a) the Hardware as specified in any Sales Order and (b) Covered Installation Services, if any, for those Designated Locations specified in any Sales Order. Ford Pro may designate one or more Affiliates or Representatives to provide any of the Hardware or related services, including Covered Installation Services or Maintenance Services, specified as being provided by Ford Pro under these T&Cs. Project Leads will be the principal points of day-to-day contact for routine communications between the Parties with respect to all sales of Hardware and the Covered Installation Services.

2. PRICE; INVOICING; PAYMENT.

(a) **Price; Invoicing; Payments.** Any quote that Ford Pro issues to Customer with respect to Hardware or Covered Installation Services shall be valid for a period of thirty (30) days after the date of issuance of such quote. In connection with the sale of Hardware, the Sales Order will specify Hardware prices (each, a “Hardware Price”) and include initial estimated transportation costs and Taxes, which will be subject to final determination by Ford Pro upon Customer’s designation of the applicable Designated Location (such finally determined amounts, together with the Hardware Price and all applicable Storage Fees, the “Total Hardware Price”). Ford Pro will provide an Invoice for outstanding amounts owed, including any adjustment amount between the estimated price specified on a Sales Order and the Total Hardware Price. In connection with any Covered Installation Services, the applicable Sales Order will specify the estimated cost of Covered Installation Services, including preparation of the Engineered Design, at the applicable Designated Location, which estimated cost is subject to adjustment by Ford Pro as specified in these T&Cs (such finally determined amounts, the “Total Installation Price”). The Total Installation Price excludes all costs associated with applying for, obtaining or maintaining Contractor Permits or Customer Permits. Contemporaneously with issuance of the final Engineered Design as specified in **Section 4(b)**, Ford Pro will notify Customer of the Total Installation Price by providing an Invoice with respect thereto that reflects any adjustment between the applicable Sales Order and the Total Installation Price. If not pre-paid, Invoices shall be due and payable by Customer in U.S. dollars within thirty (30) days of Customer’s receipt of the Invoice.

(b) **Disputed & Late Payments.** To the extent Customer disputes any Invoice, Customer shall provide Notice to Ford Pro no later than fifteen (15) days after the date Customer receives such Invoice, specifying in detail all disputed Invoice amounts. The Parties will seek to resolve any such Dispute expeditiously and in good faith, with each Party continuing to perform its obligations under these T&Cs, notwithstanding such Dispute. Disputed Invoices are not subject to reduction or set-off by Customer without Ford Pro’s prior written approval. Finance charges of one percent (1%) per month or, if lower, the maximum rate permitted by Applicable Law, calculated daily and compounded monthly, shall accrue on any late payments, whether or not such amounts were withheld subject to a Dispute, and Customer will reimburse Ford Pro for all costs incurred in collecting any late payments, including reasonable attorneys’ fees. Except as otherwise specified in **Section 3(c)**, all payment obligations are noncancellable and non-refundable.

3. TERM, TERMINATION, CANCELLATION & DISCONTINUATION; REFUND.

(a) **Term.** Unless terminated as provided in these T&Cs, these T&Cs commence upon the Effective Date and continue until the earlier of the following: (a) termination of these T&Cs as specified in **Section 3(b)**, (b) discontinuation by Ford Pro of all programs to which the Hardware relates, as specified in **Section 3(c)**, or (c) twenty-four (24) months after the

Installation of the last of the Hardware specified in the Sales Orders (the “Term”). Notwithstanding any such termination or discontinuation, the Term of these T&Cs will continue solely with respect to the Maintenance Services for the Maintenance Services Term, which may be extended by written agreement between the Parties.

(b) **Termination; Effects.** Each Party may terminate these T&Cs, in each case upon the specified Notice, in the event of a Change of Control of Customer or the other Party’s: (i) material breach of its obligations, unless Cured; (ii) Insolvency; or (iii) as otherwise provided in these T&Cs, including as specified in **Section 3(c)**. A terminating Party shall give fourteen (14) days’ advance Notice of termination, except in the case of Insolvency, where a Party may terminate immediately upon Notice. If, in either Party’s reasonable discretion, a material breach cannot be Cured, the non-breaching Party may immediately terminate these T&Cs upon Notice. Upon termination of these T&Cs for any reason permitted pursuant to this **Section 3(b)**, all rights and obligations of the Parties, other than those that are specified in **Section 8(m)** as surviving termination, will cease. Termination of these T&Cs by either Party will not limit a Party from pursuing any other remedies specified in these T&Cs as being available to such Party, nor will termination of these T&Cs by Customer release Customer from its obligation to pay all Invoices (whenever issued) for any Hardware already shipped to Customer, except as otherwise specified in **Section 3(c)**. In the absence of a material breach of its obligations under these T&Cs, Customer’s total liability to Ford Pro for any termination under these T&Cs shall be to pay Ford Pro for any Hardware and related services provided for which Ford Pro has not been previously compensated (or, in the case of a cancelled Sales Order, all applicable restocking and cancellation fees) *plus*, to the extent such termination occurs after an Authorized Installer has been engaged to provide Covered Installation Services to Customer, all costs and expenses in excess thereof incurred by Ford Pro as a result of such termination. Ford Pro will provide an Invoice for any such amounts, which Customer will pay as specified in **Section 2(a)**.

(c) **Cancellation of Sales Order.** Customer may cancel a Sales Order in whole or in part for Hardware that has not yet been dispatched for shipment to Customer; provided, that any such cancellation shall be subject to Customer’s payment of all applicable restocking and cancellation fees for Hardware affected thereby. Restocking and cancellation fees will vary based on the Hardware included in the cancelled Sales Order, and cancellation of any Sales Order shall have no impact on Storage Fees already invoiced to (or paid by) Customer. Ford Pro will provide an Invoice for any such amounts, which Customer will pay as specified in **Section 2(a)**. To discuss cancellation of a Sales Order, including the applicable restocking and cancellation fees, please contact the Ford Pro Project Lead.

(d) **Discontinuation and Limited Right of Return.** Ford Pro may discontinue Hardware and any related services, including Covered Installation Services, from time to time upon reasonable advance Notice to Customer; provided, that, to the extent such discontinuation affects Covered Installation Services for which Customer has submitted, and Ford Pro has accepted, a Sales Order, Ford Pro shall provide thirty (30) days’ advance Notice to Customer specifying the extent and effective date of the discontinuation. Upon such discontinuance, and except as otherwise specified in these T&Cs, Ford Pro will stop performing its obligations under these T&Cs solely with respect to such discontinued Hardware. To the extent any Hardware becomes obsolete due to such discontinuance, Customer may return to Ford Pro such obsolete Hardware, and Ford Pro will reimburse Customer the Hardware Price for such returned Hardware, less all diminution in value thereof attributable to Customer’s usage (including normal wear and tear). Except as specified in this **Section 3(c)**, in no event shall any discontinuance relieve Customer of any unpaid Invoice amounts due and owed by Customer.

4. COVERED INSTALLATION SERVICES.

(a) **Provision of Covered Installation Services.** Throughout the Term, Ford Pro will provide, and Customer will purchase, the Covered

Installation Services for those Designated Locations, if any, specified in a Sales Order. For any Hardware for which Covered Installation Services will be provided under these T&Cs (as specified in a Sales Order), the Parties shall first cooperate to establish a plan and schedule for the Covered Installation Services, including the schedule for Ford Pro's (or its Representative's) preparation of the Engineered Design, as specified in **Section 4(b)**, and Customer's performance of the Turnkey Site Activities, as specified in **Section 5(a)(i)**.

(b) **Engineered Design.** With respect to any Hardware for which Covered Installation Services will be provided under these T&Cs (as specified in a Sales Order), after preparation of such plan and finalization of the applicable Conceptual Design, an Authorized Installer will prepare, and Ford Pro will deliver or cause to be delivered to Customer, a proposed Engineered Design for the applicable Designated Location. If Customer provides timely Design Comments, Ford Pro promptly (and in no event later than fifteen (15) days after receipt of such Design Comments) shall issue to Customer a proposed final Engineered Design reasonably responsive to Customer's Design Comments. Customer promptly (and in no event later than five (5) days after receipt of the proposed final Engineered Design) shall approve or disapprove the proposed final Engineered Design. If Customer timely disapproves the proposed final Engineered Design, then Ford Pro and Customer shall reasonably cooperate in good faith to remedy Customer's concerns. If Ford Pro and Customer cannot mutually agree on a final Engineered Design within ten (10) days, these T&Cs shall terminate automatically with respect to that Designated Location at the end of such ten (10)-day period, except that any then-unpaid fees with respect to the Engineered Design shall be immediately due and payable in full by Customer to Ford Pro. If Customer fails to disapprove the proposed final Engineered Design within the five (5)-day period, the proposed final Engineered Design shall be the final Engineered Design. With issuance of the final Engineered Design, Ford Pro may amend an applicable Sales Order to reflect the Total Installation Price and the Installation schedule, subject further to Customer's timely and proper completion of all Turnkey Site Activities. Customer shall be solely responsible for ensuring that the Turnkey Site Activities are performed in compliance with the Engineered Design.

(c) **Installation.** With respect to any Hardware for which Covered Installation Services will be provided under these T&Cs (as specified in a Sales Order), after the applicable Engineered Design has been finalized, Ford Pro's Authorized Installer will perform Installation of the Hardware in accordance with such Engineered Design for the applicable Designated Location, subject to Ford Pro's delivery of the Hardware and Customer's timely and proper prior performance of all Turnkey Site Activities. Ford Pro may amend the Invoice reflecting the Total Installation Price if the Installation phase is materially delayed or more complicated, or otherwise materially more costly, as a result of Customer's failure to timely and properly complete the Turnkey Site Activities, and such Invoice shall be immediately due and payable by Customer as specified in **Section 2(a)**. Ford Pro shall provide Notice to Customer when Installation has been completed, and, upon receipt of such Notice, Covered Installation Services shall cease with respect to that Designated Location.

5. PARTY OBLIGATIONS.

(a) Customer Obligations.

(i) **Site Activities in Advance of Delivery.** Customer will complete, or cause to be completed in compliance with Applicable Law, (A) with respect to Hardware for which a Licensed Contractor will perform Installation, the site preparation activities necessary for Installation of such Hardware at the applicable Designated Location (collectively, the "**Standard Site Activities**"), or (B) with respect to Hardware for which Covered Installation Services will be performed, the site preparation activities necessary or appropriate in Ford Pro's reasonable discretion, prior to or in furtherance of Ford Pro's performance of such Covered Installation Services at the Designated Location (collectively, the "**Turnkey Site Activities**"), which activities specified in clauses (A) and (B) shall, in each case, include Customer's timely obtaining all Customer Permits and facilitating all Interconnections. Upon Ford Pro's request, Customer will provide Notice to Ford Pro of its completion of the Site Activities, expressly affirming to Ford Pro that Customer has obtained and throughout the Term will maintain all Permits required for the Installation and operation of the Hardware at the applicable Designated Location, including for Ford Pro's performance of

Maintenance Services on the Hardware at such Designated Location as specified in these T&Cs.

(ii) **Delivery; Storage Fee.** All Sales Orders for Hardware must include a default "ship to" address of Customer (the "**Default Shipping Address**"). If no Default Shipping Address is provided, the Default Shipping Address shall be the address at which Customer receives Notice. Customer will schedule a delivery date and designate the Designated Location for all Hardware with Ford Pro (via Project Leads) within thirty (30) days after the date of the applicable Sales Order. Customer may schedule more than one delivery date and designate more than one Designated Location for Hardware subject to a single Sales Order. With respect to Home Chargers, (A) if Customer fails to schedule the delivery date and designate the Designated Location within thirty (30) days after the date of the applicable Sales Order, then Ford Pro will immediately ship the applicable Home Charger(s) to the Default Shipping Address, and (B) if Customer timely schedules the delivery date and Designated Location therefor but designates a delivery date that is more than ninety (90) days after the date of the applicable Sales Order, then Ford Pro may, in its sole discretion, invoice Customer for the applicable Storage Fees. With respect to Depot Chargers, (A) if Customer fails to schedule the delivery date and designate the Designated Location within thirty (30) days after the date of the applicable Sales Order, or (B) if Customer timely schedules the delivery date and Designated Location thereto but designates a delivery date that is more than ninety (90) days after the date of the applicable Sales Order, then Ford Pro may, in its sole discretion, invoice Customer for the applicable Storage Fees. Invoices for Storage Fees will be provided as specified in **Section 2(a)**. Ford Pro retains the right, in its sole discretion, to waive Storage Fees. Customer may not schedule a delivery date for a date that is more than twelve (12) months after the date of the applicable Sales Order, and if Customer fails to take delivery of any Hardware within twelve (12) months after the date of the applicable Sales Order, then Ford Pro may, in its sole discretion, at any time after the expiration of such twelve (12)-month period, ship the Hardware to the Default Shipping Address.

(iii) **Customer's Representations, Warranties & Covenants.** As of the Effective Date and throughout the Term, Customer represents, warrants and covenants that Customer (A) possesses necessary rights to the Designated Locations to support Ford Pro's (and its Authorized Installers', as applicable) provision of the Covered Installation Services; (B) except as expressly permitted by these T&Cs, will not attempt, and will not permit its Operators or any third party, to Convert the Conceptual Design; (C) will complete, or cause to be completed, the Site Activities, in each case, in compliance with Applicable Law, and, as applicable, the Engineered Design; and (D) will timely provide to Ford Pro at all Designated Locations reasonable staging and access rights to, and such other Information reasonably requested by, Ford Pro in connection with its delivery of any Hardware and performance of any related services, including Covered Installation Services and Maintenance Services, under these T&Cs, including ensuring that access to the Hardware is unimpeded, and free of obstacles, debris and rubbish.

(iv) **Inspection Remedies.** Customer will inspect the Hardware within ninety (90) days of delivery (the "**Inspection Period**") and be deemed to have accepted the Hardware, unless Customer provides Notice to Ford Pro prior to the end of the Inspection Period that some or all of the Hardware is Nonconforming Hardware. If Customer timely provides Notice to Ford Pro of any Nonconforming Hardware, Ford Pro will replace such Nonconforming Hardware with conforming Hardware. Customer will ship, at its initial expense and risk of loss, the Nonconforming Hardware to the facility designated by Ford Pro. After receiving and inspecting Customer's shipment of Nonconforming Hardware and confirming the existence of the Defect, Ford Pro will promptly ship, at Ford Pro's expense and risk of loss, the replacement Hardware to Customer's Designated Location. Ford Pro will provide a credit or offset on any Invoice for reasonable return shipping costs of Nonconforming Hardware, the status of which Ford Pro has validated. Customer acknowledges and agrees that the remedies specified in this **Section 5(a)(iii)** are Customer's exclusive remedies for the delivery of Nonconforming Hardware. Except as provided in this **Section 5(a)(iii)**, **Section 3(c)**, and **Section 6(a)**, all sales of Hardware to Customer are made on a one-way basis, and Customer has no right to return Hardware purchased under these T&Cs to Ford Pro.

(v) **Hardware Use; Maintenance.** Except as expressly authorized under these T&Cs or required by Applicable Law, Customer will not (and waives any right to) and will take reasonable commercial measures to ensure

its Operators do not: (A) interfere with, disrupt or attempt to gain unauthorized access to the Hardware; (B) reverse engineer, decompile, disassemble or otherwise attempt to derive or extract the source code or other Intellectual Property of or embedded within the Hardware; (C) Convert the Hardware or related Intellectual Property; (D) copy, frame or mirror any part or all of the Hardware; (E) develop, advance or create derivative works from the Hardware, including derivative works that employ any of Ford Pro's Product Marks; (F) remove, conceal or cover any of the Product Marks on or within the Hardware; (G) access the Hardware or Covered Installation Services (or, as applicable, the Intellectual Property related thereto) for any competitive purpose to Ford Pro's Business or for any improper purpose whatsoever, including in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel" of the Hardware; (H) use any robot, spider, site search/retrieval application or other device to retrieve or index any portion of the Hardware for any unauthorized purpose; (I) use the Hardware or facilitate use of the Hardware by a Person barred from doing so under Applicable Law; or (J) interfere with Ford Pro's performance of Maintenance Services.

(b) Ford Pro's Obligations.

(i) Delivery. Subject to **Section 5(a)(ii)**, Ford Pro will deliver the Hardware to the applicable Designated Location (or the Default Shipping Address) using Ford Pro's standard methods for packaging and shipping such Hardware. If Ford Pro is unable to deliver the Hardware because of Customer's failure to complete the Site Activities, or if Customer or Customer's Representative fails to receive the Hardware upon delivery, Ford Pro may (A) terminate the applicable Sales Order or (B) store the Hardware until Customer or Customer's Representative retrieves the Hardware, subject to the applicable Storage Fee and any additional logistical costs and expenses incurred by Ford Pro in connection with the failed delivery.

(ii) Provision of Maintenance Services. Ford Pro agrees to provide the Maintenance Services specified in the Sales Order(s) applicable to such Hardware. During the Maintenance Services Term, Customer promptly will provide Notice to Ford Pro (and concurrently to the Person that provided Installation of the Hardware (each, an "Installer")) of any Hardware Malfunction. Ford Pro ordinarily will respond to Customer within two (2) business days of receiving the Notice (in each case, during regular business hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday to Friday). Ford Pro's obligations under this **Section 5(b)(ii)** do not include repairing, replacing, monitoring or servicing Hardware that is malfunctioning due to an Installer Error, as determined by Ford Pro in its sole discretion. If an Installer Error occurs and is caused by an Installer other than an Authorized Installer, Ford Pro may, in its reasonable discretion, void its obligation to provide Maintenance Services under these T&Cs.

6. LIMITED WARRANTIES; INDEMNITIES; LIMITATIONS.

(a) Ford Pro's Limited Hardware Warranty. Ford Pro hereby provides the limited warranty (the "Hardware Warranty") set forth in this **Section 6(a)**, which is Ford Pro's sole warranty to Customer, with respect to Defective Hardware for a period of three (3) years (the "Hardware Warranty Period") after the Warranty Start Date, provided that Customer demonstrates, to Ford Pro's reasonable satisfaction, proof of: (i) Customer's purchase of the Defective Hardware from Ford Pro, including Customer's dated purchase receipt and payment of the Total Hardware Price; (ii) proper Installation of the Defective Hardware by either an Authorized Installer or a Licensed Contractor; (iii) use of an Authorized Repairer for the Defective Hardware; and (iv) compliance with the Warranty Process. Notwithstanding any other provision of these T&Cs to the contrary, this Hardware Warranty does not apply to, and Ford Pro will not be responsible for, any Defective Hardware caused by: (A) failure to comply with Ford Pro's instructions regarding transport, Installation, operation, maintenance or storage of the applicable Hardware; (B) with respect to DC Chargers only, failure to electrify the DC Charger via Installation within six (6) months from the Warranty Start Date, or if the DC Charger is electrified via Installation within six (6) months after the Warranty Start Date, shutting down or depowering the applicable DC Charger for more than six (6) consecutive months; (C) Installer Error; (D) lack of preventive maintenance required or suggested in the applicable Ford Pro user manual or related materials; (E) repairs of applicable Hardware during the Maintenance Service Term in non-compliance with the Warranty Process; (F) normal wear and tear; (G) anomalies caused by, or connected to, the elements coupled directly by

Customer; (H) accidents or events that place the applicable Hardware outside its transport, storage or operational specifications, including but not limited to high input voltage from the electric system, generators or lightning strikes; (J) Customer's failure to properly perform the Site Activities; or (K) anything not directly and exclusively attributed to a Defect, in each case as reasonably determined by Ford Pro. Customer's defacement, alteration or removal of the original identification markings (including any serial number) of the applicable Hardware will void Ford Pro's obligations under this Hardware Warranty. Without limiting the foregoing, if Customer plans to store the Hardware for an extended period of time prior to Installation or to shut down or depower the Hardware, Customer must first contact Ford Pro at 1-800-34-FLEET to obtain long-term storage instructions. Defective Hardware returned to Ford Pro for replacement under the Hardware Warranty will be the property of Ford Pro.

(b) Exclusive Remedy. In full satisfaction of the Hardware Warranty, Ford Pro may, in its sole discretion, either (i) repair the Defect or replace the Defective Hardware free of charge to Customer, provided that Ford Pro confirms the existence of such Defect; or (ii) pay the labor costs of an Authorized Repairer to repair or replace the Defective Hardware, excluding any labor costs related to the removal, installation or troubleshooting of Customer's electrical systems. For the avoidance of doubt, Ford Pro shall have no obligation to Customer with respect to the removal, installation or troubleshooting of Customer's electrical systems, and any such labor costs will be the sole responsibility of Customer. Ford Pro, in its sole discretion, may use new and/or reconditioned parts in repairing Defects or replacing Defective Hardware. The repair of Defects and the replacement of Defective Hardware does not extend the Hardware Warranty Period for the Hardware or create a new warranty, including as to the replaced or repaired parts. FORD PRO'S MAXIMUM LIABILITY UNDER THE HARDWARE WARRANTY SHALL BE THE PURCHASE PRICE ACTUALLY RECEIVED BY FORD PRO FROM CUSTOMER FOR THE HARDWARE.

(c) Transferability of Hardware Warranty. The Hardware Warranty is transferable by Customer to any Person that acquires the Hardware from Customer (a "Transferee") and either maintains the Hardware in the location of its initial Installation or relocates (no more than once) the Hardware and properly performs Installation in such new location, provided that (i) Customer (or the Transferee) does not relocate the Hardware without first notifying Ford Pro (by contacting Ford Pro at 1-800-34-FLEET) of said relocation, and (ii) the relocation and proper re-Installation is completed within the Hardware Warranty Period, and (iii) the relocation and re-Installation complies with Ford Pro's instructions regarding transport, Installation, operation, maintenance and storage of the applicable Hardware. In the event of any such permitted transfer, Transferee shall be subject to the Hardware Warranty as if Transferee were Customer. Any transfer of Hardware or the Hardware Warranty that is not in compliance with this **Section 6(c)** shall void the Hardware Warranty.

(d) Limited Installation Warranty for Covered Installation Services. Notwithstanding any contrary provision of **Section 5(b)(ii)**, with respect to the Covered Installation Services only, Ford Pro hereby provides this limited warranty (the "Installation Warranty"), which is Ford Pro's sole warranty to Customer (and is not available to Operators) with respect to Installer Errors caused by an Authorized Installer, provided that: (i) Customer notifies Ford Pro of such Installer Error no later than twelve (12) months after the Authorized Installer's completion of the Covered Installation Services, and (ii) Ford Pro determines, in its reasonable discretion, that the Installer Error was caused wholly or substantially by the Authorized Installer. In full satisfaction of this Installer Warranty, and subject to the limitations specified in **Section 6(e)**, Ford Pro will, in its sole discretion, either correct or cause to be corrected the Installer Error or compensate Customer for undertaking such necessary correction. Ford Pro provides no warranty, limited or otherwise, with respect to any Installer that is not an Authorized Installer.

(e) Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN **SECTION 6(a)** AND **SECTION 6(d)** (THE HARDWARE WARRANTY AND THE INSTALLATION WARRANTY COLLECTIVELY, THE "LIMITED WARRANTIES" AND EACH, A "LIMITED WARRANTY"), THE HARDWARE AND RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE WITHOUT WARRANTIES OF ANY KIND, AND ALL CONDITIONS, WARRANTIES OR OTHER TERMS NOT EXPRESSLY SET OUT IN THIS AGREEMENT

(WHETHER IMPLIED BY LAW, STATUTE, COURSE OF DEALING, CUSTOM OR OTHERWISE) ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY CONDITION, WARRANTY OR OTHER TERM OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND CUSTOMER AGREES THAT IT HAS NOT RELIED UPON ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, IN PURCHASING ANY OF THE HARDWARE AND RELATED SERVICES OTHER THAN THE LIMITED WARRANTIES. THE LIMITED WARRANTIES ARE IN LIEU OF AND EXCLUDE ANY CONDITION, WARRANTY OR OTHER TERM AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. THE EXCLUSIONS AND LIMITATIONS, INCLUDING FORD PRO'S MAXIMUM LIABILITY UNDER EACH OF THE LIMITED WARRANTIES, SPECIFIED IN EACH OF THE LIMITED WARRANTIES SHALL GOVERN AND CONTROL OVER ANY OTHER RIGHTS AND REMEDIES TO WHICH CUSTOMER MAY OTHERWISE BE ENTITLED. TO THE EXTENT ANY IMPLIED WARRANTIES ARE REQUIRED UNDER APPLICABLE LAW TO APPLY TO ANY PORTION OF THE HARDWARE AND RELATED SERVICES NOTWITHSTANDING THIS SECTION 6, ANY SUCH IMPLIED WARRANTIES SHALL, TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW, BE LIMITED IN DURATION TO THE SHORTER OF THE MINIMUM PERIOD REQUIRED BY SUCH APPLICABLE LAW OR THE WARRANTY PERIOD SPECIFIED AS APPLICABLE TO SUCH LIMITED WARRANTY. THE APPLICABLE REMEDIES SPECIFIED IN SECTION 6(a) THROUGH SECTION 6(e) WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND WILL CONSTITUTE FORD PRO'S ENTIRE LIABILITY, WITH RESPECT TO THE HARDWARE AND RELATED SERVICES, INCLUDING FOR ANY DEFECTIVE HARDWARE.

(f) Indemnification; Limitations.

(i) Subject to the limitations specified in Section 6(b), Section 6(f)(iii) and Section 6(f)(iv), and only to the extent not subject to a Limited Warranty, each Party (as applicable, the "Indemnifying Party") will defend, indemnify and hold harmless the other Party and its Representatives (collectively, the "Indemnified Party") from and against any and all Claims or Losses to the extent arising from or relating to the Indemnifying Party's: (A) material breach of these T&Cs; (B) gross negligence, recklessness, or willful misconduct in connection with performance under these T&Cs; (C) infringement of a third party's Intellectual Property rights arising from the grant of any Intellectual Property license to the Indemnified Party, provided the Indemnified Party's usage of the Intellectual Property is on a fully authorized basis and as specified in these T&Cs; or (4) mandatory products liability obligations under Applicable Law. In furtherance of this Section 6(f)(i), an Indemnifying Party's obligations with respect to a Claim of alleged infringement of Intellectual Property applies solely to the extent that infringement is specifically pled in the relevant Claim by the third-party.

(ii) **Indemnification Procedures.** Upon learning of any actual or threatened Loss or Claim subject to indemnification pursuant to Section 6(f)(i), the Indemnified Party promptly shall provide Notice thereof to the Indemnifying Party (an "Indemnification Notice"). The Indemnifying Party, at its own expense, shall defend the Claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party, at its own expense, may participate in such defense using counsel of its choice. If the Indemnifying Party fails or refuses, within thirty (30) days of receiving the Indemnification Notice, to commence or to adequately continue the defense of the Claim, the Indemnified Party may provide Notice to the Indemnifying Party of its assumption of the defense and right to unilaterally settle any Claim. Except to the extent an Indemnified Party has taken over the defense of a Claim, no settlement of any Claim may be made by either Party without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

(iii) **Consequential Loss.** IN NO EVENT WILL ANY PARTY OR ITS AFFILIATES OR REPRESENTATIVES BE LIABLE UNDER THESE T&Cs (INCLUDING UNDER SECTION 6(f)(i) OR THE LIMITED WARRANTIES SET FORTH HEREIN) FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL,

INCIDENTAL, PUNITIVE OR COMPARABLE DAMAGES, HOWEVER CAUSED, INCLUDING ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY OR ANY PERSONAL INJURY, NO MATTER THE EFFECTS ON THE PARTY OR ITS REPRESENTATIVES AND NO MATTER THE THEORY OF LIABILITY.

(iv) **Limitations.** A Party's aggregate indemnification obligations (as specified in Section 6(f)(i)) and a Party's maximum liability to the other Party for any and all other Losses or Claims arising from or in connection with or relating to the Hardware, the Covered Installation Services or these T&Cs shall not exceed (A) \$250,000 per Loss or Claim or (B) \$1,000,000 in the aggregate for all Losses or Claims.

7. INTELLECTUAL PROPERTY; DATA. Ford Pro (a) is or will be the sole and exclusive owner of all right, title and interest in and to all Intellectual Property and Data (other than certain Information and PII as set forth below) related in any way to the Hardware and related services, including Covered Installation Services (and the Engineered Design), and (b) solely to the extent necessary or appropriate in connection with the provision of Hardware as specified in these T&Cs, hereby grants to Customer, subject to its compliance with these T&Cs, a fully paid-up, non-exclusive, transferable, irrevocable license to such Intellectual Property and Data solely to the extent necessary for Customer to use the Hardware as specified in these T&Cs. In furtherance of the foregoing, Ford Pro may collect certain Data from Customer in connection with the Software and Hardware, for which Ford Pro is the sole and exclusive owner, and Customer expressly consents to Ford Pro's collecting, Processing, disclosing and commercializing of such Data (other than certain Information and PII as set forth below) collected by the Software and Hardware for Ford Pro's Business. To the extent Ford Pro provides any such Data collected from Customer to Customer, Customer agrees that the Data is provided for planning purposes only, and that various conditions in which Customer's Software and Hardware operate may differ from what is provided or expected from such Data. Customer shall exercise reasonable judgment in Customer's use of any Data under these T&Cs. Customer further acknowledges that certain Data may contain PII, including PII gathered from the operation of certain EVs (including GPS and other connected interfaces). Prior to being transferred to customers, Data will be adapted to exclude PII. It is the sole responsibility of Customer to (i) notify any Operator that Data may be collected and of the type and nature of that Data, and (ii) obtain all necessary consents for Ford Pro's collection and use, as described in these T&Cs of such Data as required by Applicable Law and these T&Cs, including, in each case, as applicable to any PII contained therein (collectively, "Consents"). Customer shall indemnify Ford Pro pursuant to the provisions of Section 6(f) and will hold harmless Ford Pro for any failure by Customer to obtain such necessary Consents. All ownership, right, title and interest in and to all Information regarding a Party and its Affiliates and PII shall be the sole and exclusive property of the Party providing or disclosing such Information or PII or, with respect to Information, to which the Information relates. Ford Pro may also create a de-identified set of the Data (which does not contain any Information or PII that could be used to determine that the Data is related to Customer) and use such Data set for Ford Pro's commercial purposes, and Customer consents to Ford Pro's collection, processing and retention of de-identified Data for Ford Pro's Business.

8. MISCELLANEOUS.

(a) **Confidentiality.** The Information regarding the other Party and its Affiliates (the "Disclosing Party") to which a Party (the "Receiving Party") may become privy during the Term of these T&Cs constitutes confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Ford Pro and Customer will each use reasonable care to maintain the other Party's Information in the strictest confidence and not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except (i) to those of the Receiving Party's Representatives who need to have the Information in order to perform their obligations under these T&Cs (and agree in writing to be bound by confidentiality provisions comparable to those specified in this Section 8(a)) and (ii) as otherwise permitted by these T&Cs (including as specified in Section 7). Reasonable care in this respect is the standard of care that the Receiving Party would use in protecting the confidentiality of its own Information. The confidentiality obligations specified in this Section 8(a) will continue in effect for the Term of these T&Cs and for a period of four (4) years after the date on which these T&Cs expire or are earlier terminated by

the Parties. Notwithstanding the foregoing, nothing in this **Section 8(a)** will apply to any information (including Information) (A) which is or becomes generally available to the public other than as a result of disclosure by a Receiving Party or its Representatives; (B) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its Representatives; (C) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not known, after reasonable inquiry, to be subject to any prohibition against transmitting the Information; or (D) which is disclosed pursuant to Applicable Law, provided that the Receiving Party will, to the extent permitted by Applicable Law, give the original Disclosing Party prompt Notice of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense.

(b) **Privacy; PII.** These T&Cs include the Ford Pro Privacy Policy, as it may be amended from time to time, which such policy is available at www.fordpro.com/en-us/privacy (the "**Privacy Policy**"). Customer is subject to the Privacy Policy.

(c) **Title and Risk of Loss.** Title and, except as otherwise provided in **Section 5(a)(ii)** with respect to the delivery of replacement Hardware, risk of loss for the Hardware will pass to Customer upon shipment to Customer, in each case unless otherwise specified in the Sales Order or otherwise required by Applicable Law. As collateral security for the payment of the Total Hardware Price and Total Installation Price, Customer hereby grants to Ford Pro a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Hardware, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this **Section 8(c)** will constitute a purchase money security interest under the Uniform Commercial Code of the state in which the Hardware is located.

(d) **Electrical, Wireless, Cellular and Internet Service Interruptions.** Neither Ford Pro nor Customer will have any liability whatsoever to the other with respect to damages caused by: (a) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (b) interruptions in wireless, cellular or internet services linking Hardware to the Product Network; (c) interruptions or malfunctions in Hardware attributable to unauthorized Product Network intrusions; (d) interruptions in services provided by any service provider that is not an Affiliate of Ford Pro, including any Underlying Carrier; or (e) the inability of Hardware to access the Product Network as a result of any change in service offerings (including any network upgrades or introduction of any "next generation" services) of any wireless, cellular or internet carriers. The limitations of liability specified in this **Section 8(d)** include the loss of Data resulting from such electrical, wireless, cellular or internet service interruptions. Ford Pro will not be responsible for, and makes no representation or warranty with respect to, initial or continuous availability of the quantity, quality or price of electrical service related to any of the Hardware.

(e) **Hardware Not a Fixture.** To the extent permitted by Applicable Law, Customer acknowledges that Hardware will not be deemed a fixture upon Installation. Notwithstanding the foregoing, if Customer sells, leases, or otherwise disposes of the facility or location where Hardware is installed, except as set forth in **Section 6(c)**, Ford Pro will be under no obligation to provide any Maintenance Services or services pursuant to the Hardware Warranty, whether under these T&Cs or under any other agreement or understanding between Ford Pro and Customer, to any second-hand owner of the Hardware. For the avoidance of doubt, except as set forth in **Section 6(c)**, neither these T&Cs nor any Limited Warranty may be assigned, directly or indirectly, by Customer to any second hand owner of the Hardware without the prior written consent of Ford Pro, which may be withheld in Ford Pro's sole discretion.

(f) **Modification.** No release, discharge, waiver or modification of any of the provisions of these T&Cs, shall be binding upon a Party, nor will any statement, whether oral or in writing, by or on behalf of either Party serve as the basis of any representation or warranty of such Party, unless expressly agreed in writing by both Parties.

(g) **Force Majeure.** A Party's obligations under these T&Cs will be temporarily suspended during any period that the Party is unable to carry out such obligations under these T&Cs by reason of a Force Majeure Event, with any delayed performance of then-pending obligations under these T&Cs excused for so long as the Force Majeure Event continues. An impacted Party shall provide prompt Notice to the other Party, specifying the period that the Force Majeure Event is expected to continue. An impacted Party shall take reasonable commercial measures to mitigate the impacts of a Force Majeure Event, resuming performance of its obligations as soon as reasonably practicable after the removal of the cause thereof. In the event that the impacted Party's delayed performance continues for a period of ninety (90) consecutive days, either Party may terminate these T&Cs upon thirty (30) days' advance Notice.

(h) **Governing Law/Invalidity.** These T&Cs shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware without regard to rules of conflict of laws. If any provision of these T&Cs is declared unlawful or unenforceable by judicial determination or performance, the remainder of these T&Cs shall continue in force as if the invalidated provision did not exist.

(i) **Attributes.** Ownership, right, title and interest of Attributes arising in connection with or related to (i) the development, commercialization, marketing and offering of the Hardware and Covered Installation Services (including the Engineered Design) shall be exclusively with Ford Pro, and (ii) the Customer's performance of any Site Activities, Installation by a Licensed Contractor, use and operation of the Hardware shall be exclusively with Customer. To the extent that Attributes cannot be allocated to a Party using the foregoing criteria or there is a risk of double counting of Attributes, the Parties shall use commercially reasonable efforts to agree upon an appropriate allocation of those Attributes. No Party shall agree, indicate, report, or otherwise communicate, directly or indirectly, to any third-party, including to any end user, that Attributes allocated under these T&Cs belong to any third-party.

(j) **No Agency/Partnership.** These T&Cs do not create, and shall not be construed as creating, any agency, partnership, joint venture or other employment relationship. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other Party, except as expressly provided herein.

(k) **Assignment.** These T&Cs may not be transferred or assigned by a Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except that Ford Pro may assign these T&Cs to any of its Affiliates. Additionally, Customer may assign these T&Cs without Ford Pro's consent to any parent, subsidiary or Affiliate of Customer or any successor to all or substantially all of Customer's assets (whether by a share, asset or other transaction). No permitted assignment shall relieve a Party of its rights and obligations under these T&Cs prior to the effective date of assignment, and any unpermitted assignment shall be null and void.

(l) **Arbitration.** Disputes between the Parties arising out of or in connection with these T&Cs, upon Notice, shall be submitted to and finally settled by a single commercial arbitrator with substantial experience in the industry and in resolving complex commercial contract disputes. Arbitration shall be conducted in the State of Michigan, the State of Delaware or the State of New York, as determined by the Party initiating the dispute, in accordance with the then-applicable International Institute for Conflict Prevention and Resolution Rules for Administered Arbitration and the Michigan Uniform Arbitration Act, as amended M.C.L.A. § 691.1681 et seq. (which shall control in the case of conflict). Notwithstanding the foregoing, the arbitrator shall have the power to rule on objections concerning jurisdiction, including the existence, validity or scope of this arbitration provision, these T&Cs and issues of arbitrability, but shall have no authority to appoint or retain expert witnesses for any purpose, unless agreed to by the Parties. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the arbitration award may be entered by any court having jurisdiction thereof. A Party also may apply to any such court, without waiving arbitration rights, for equitable relief or interim measures.

(m) **Survival.** Upon termination or expiration of these T&Cs for any reason, **Section 2(a)**, **Section 3(b)**, **Section 5(a)(iv)** and **Section 6** through **Section 8** (inclusive) of these T&Cs will survive.

(n) **Entire Agreement; Interpretation; Counterparts.** These T&Cs constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior oral or written representations and agreements with regard to the same. These T&Cs confer no rights upon any third parties, including any of the Parties' Representatives or other Operators, except as expressly provided herein. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "herein," "hereto," "hereof" and words of similar import refer to these T&Cs as a whole and not to any particular section hereof; (ii) the word "including" and words of similar import mean "including without limitation" or "including, but not limited to;" (iii) any pronoun includes the corresponding masculine, feminine and neuter forms; (iv) words in the singular or the plural include the plural or the singular, as the case may be; and (v) headings are for convenience only and shall not affect interpretation. Where execution by "acceptance," as specified in the introductory paragraph hereof, is not permitted by Applicable Law, these T&Cs may be executed in one or more counterparts, each of which will be deemed an original. For purposes of these T&Cs, a facsimile, scanned, or electronic signature will be deemed an original signature.

(o) **Definitions.** Unless otherwise defined in these T&Cs, the following terms have the meanings provided in this **Section 8(o)**:

"Affiliate" of a Person shall mean an entity that directly, or indirectly through one or more intermediate entities, has ownership of or is owned by, or Controls or is Controlled by, that Person or is under common Control with that Person. For purposes of the foregoing, **"Control"** of a Person shall mean that an entity or group of Affiliate entities, directly or indirectly, owns or controls at least 25% of the voting stock, partnership interest or other ownership interest of that Person, whether through the ownership of voting securities or by contract or otherwise.

"AC Charger" means an EV charger that emits an AC electrical current and that is manufactured by or on behalf of Ford Pro for the North American market and sold by Ford Pro during the Term.

"Applicable Law" means any and all conventions, treaties, statutes, regulations and rules, as well as the judicial or administrative judgments, decisions, decrees, orders, injunctions or directives, demands, tariffs, embargoes, levies or comparable obligations of any Governmental Authority, which are in force or enacted on or after the Effective Date and are, in each case, legally binding as at the relevant time, whether civil, criminal or administrative.

"Attributes" means any vehicle, energy, fuel and emission characteristic, offset, credit, benefit, reduction, rebate, financial incentive, tax credit and other beneficial allowance, however titled, that is in effect or may come into effect during the Term under Applicable Law or otherwise become commercially available under voluntary arrangements (including informal or formal exchanges or markets). Attributes include any quantification of avoided emissions of pollutants or substances to the environment (such as avoided emissions of carbon monoxide, carbon dioxide, methane and other greenhouse gases), alternative vehicle credits, alternative or renewable fuel credits (such as the federal Renewable Identification Number and California Low-Carbon Fuel Standard), alternative or renewable electricity credits, Green-e products credits, manufacturing tax credits, investment tax credits, production tax credits, in each case as such credit is earned by or in connection with, or otherwise attributable to, the design, production, delivery, operation or use of the Hardware or Software under these T&Cs.

"Authorized Installer" means an engineering, procurement, construction and maintenance ("EPCM") contractor designated by Ford Pro under a legally binding contract to perform Installation at a Designated Location on behalf of Ford Pro.

"Authorized Repairer" means (i) a licensed professional repairer of EV charging equipment that has been referred to Customer by Ford Pro, but is directly retained by Customer to undertake the repair of Hardware at a Designated Location under Customer's sole oversight, direction and control and at Customer's sole expense, or (ii) a representative performing Maintenance Services on behalf of Ford Pro.

"Change of Control" includes, with respect to Customer, the prospective: (i) sale, lease or exchange of a substantial portion of Customer's assets; (ii) sale or exchange of a controlling interest in the shares of Customer; or (iii) execution of a voting or other agreement of Control; provided, that Customer shall provide Ford Pro with Notice of a prospective Change of Control no fewer than ten (10) days prior to the date that the Change of

Control will become effective, and Ford Pro will have thirty (30) days from the date on which the Notice from Customer is given within which to notify Customer of its decision to terminate these T&Cs, as well as the effective date of such termination, which will be no sooner than ten (10) days after the date on which such Notice of termination is given.

"Claim" means a claim, allegation, action, cause of action, proceeding, demand, assertion, adjudication or suit made against or brought by a Person.

"Conceptual Design" means a computer-simulated, conceptual configuration of each of the Customer's proposed EV charging depots, prepared pursuant to the Ford Pro EV Charging Solutions Conceptual Design Services Terms and Conditions.

"Connectivity Point" means the internal system by which the Hardware accesses and relays Data to the TMC.

"Contractor Permits" means all Permits, other than Customer Permits, required to be obtained or maintained by an Authorized Installer in connection with the Installation of the Hardware at a Designated Location.

"Convert" means to create a derivative work (including by copying or mirroring any features, functions, interfaces or "look and feel" of the original), reverse engineer or otherwise access for any improper purpose, including to develop a wholly or partially competitive product or service.

"Covered Installation Services" are limited to preparation of an Engineered Design and performance of Installation services on a turnkey basis, as specified in **Section 4**, at Customer's commercial or industrial Designated Locations by an Authorized Installer acting under contract with Ford Pro, and do not include: (a) any Site Activities, (b) Installation services performed by an Installer that is not an Authorized Installer, or (c) Installation services performed by any Installer at the residential location of Customer's Operators. Covered Installation Services ordinarily commence with preparation of the Engineered Design and include subsequent Installation activities as specified in an applicable Sales Order.

"Cured" means to correct or remedy a breach, provided that any Cure shall be completed in no more than thirty (30) days, except a non-payment breach which shall be paid in five (5) business days, or each otherwise shall be deemed uncured.

"Customer" means the entity purchasing Hardware or related services pursuant to these T&Cs, as specified in the Sales Order, and, for purposes of the Hardware Warranty provided in these T&Cs, includes Customer's authorized Operators.

"Customer Permits" means all Permits, other than Contractor Permits, required to be obtained or maintained in connection with the Installation and subsequent operation of the Hardware at a Designated Location.

"Data" means data, recorded information or content, regardless of form or medium, that is derived from, generated by, captured in, or transmitted through the Hardware or Software (including as a result of EV charging), and any transformation of the foregoing, including as provided for in the Fleet Management Subscription Services Terms and Conditions.

"DC Charger" means an EV charger that emits a DC electrical current and that is manufactured by or on behalf of Ford Pro for the North American market and sold by Ford Pro during the Term.

"Defect" means the direct design, workmanship or manufacturing-related material nonconformity of the Hardware with the applicable Sales Order, excluding (i) Hardware parts that must be or customarily are replaced periodically, such as fuses, lamps, air filters or consumable materials subject to normal and reasonable wear and tear; (ii) Hardware parts not manufactured by the Supplier; or (iii) aesthetic impairments, such as scratches and dents, corrosion or normal aging, except to the extent such impairments clearly affect to the normal operation of the Hardware.

"Defective Hardware" means any Hardware that contains a Defect, excluding any Nonconforming Hardware.

"Depot Charger" means an EV charger intended for installation and use at Customer's commercial locations or that is not a Home Charger, and may include AC Chargers and DC Chargers. Designation as a Depot Charger (as opposed to a Home Charger) will be inferred by the inclusion of Software applicable thereto in the applicable Sales Order.

"Designated Location" means any address specified by Customer for the shipment of Hardware as further specified in **Section 5(a)(ii)**.

“**Design Comments**” means reasonable comments provided by Customer to Ford Pro reflecting Customer’s review of the proposed Engineered Design.

“**Dispute**” means any disagreement over a Sales Order, an Invoice or these T&Cs, provided that any Invoice Dispute shall require Customer to pay all undisputed amounts and detail, in writing, to Ford Pro the basis for such Dispute in the timeframe provided in these T&Cs.

“**Engineered Design**” means the permissible construction plans and engineering model of an integrated EV fleet depot charging system for a specific Designated Location or set of Designated Locations.

“**EV**” means an electric vehicle that can be charged using the Hardware.

“**Fleet Account**” means an account on the online portal accessed at www.fcsfleet.ford.com through which Customer links eligible Hardware in order to access the Software.

“**Force Majeure Event**” means: acts of God or the public enemy; natural catastrophes; acts of terrorism; fires or floods; strikes, lockouts or other industrial or labor disorders; civil commotion; unavailability of or restrictions on transportation; the actions or inactions by any Governmental Authority; pandemic or epidemic; inability to procure materials, labor or energy; industrial disturbances; or any other event, occurrence or circumstance beyond the reasonable control of the impacted Party. The term “Force Majeure Event” shall not include obligations regarding the payment of money.

“**Ford Pro**” means Ford Motor Company, a Delaware corporation, with or by its designated Affiliates. For the avoidance of doubt, any reference in these T&Cs to Ford Pro may mean the Ford Pro-designated Affiliate or Representative engaged to provide the Hardware or related services, including Installation.

“**Ford Pro’s Business**” means Ford Pro’s and its Affiliates’ commercial purposes, including research, development and provision of existing or new products and services (including Software), enhancement and optimization of products and services (including Software), accident research or investigations, warranty and contract compliance, maintenance or diagnostics and conducting research or analyses of Data.

“**Governmental Authority**” means any domestic or foreign government and its divisions (whether national, federal, state, provincial, local or otherwise), court of competent jurisdiction, administrative agency, commission or other regulatory authority or quasi-regulatory authority acting under Applicable Law.

“**Hardware**” means EV charging stations and related equipment and accessories purchased by Customer from Ford Pro, and may include AC Chargers and DC Chargers, as specified in the applicable Sales Order.

“**Home Charger**” means an EV charger intended for installation and use at an Operator’s personal residence.

“**Information**” means the nature and details of the business relationship established by these T&Cs, and the business and other information regarding the other Party and its Affiliates to which a Party may become privy during the Term.

“**Insolvency**” means, with respect to a Party, that such Party: (i) files a petition in bankruptcy, (ii) is adjudicated as bankrupt, (iii) makes a general assignment for the benefit of creditors, (iv) is subject to a receiver’s, a liquidator’s or an administrator’s appointment, or (v) any equivalent procedure to any of those listed in the preceding clauses; provided, that “Party” in this definition also refers to any direct Affiliate with Control over the Party.

“**Installation**” means a Hardware installation by a licensed electrician in accordance with Ford Pro’s written installation instructions.

“**Installer**” shall have the meaning given to it in **Section 5(b)(ii)** and shall include any Authorized Installer, any Licensed Contractor or any other Person who installs the Hardware, even if in non-compliance with these T&Cs.

“**Installer Error**” means any action or inaction by an Installer that is contrary to Ford Pro’s written installation instructions, a Ford Pro user manual applicable to the Hardware, or Applicable Law and that causes Hardware to malfunction, including an Installer’s failure to properly install, operate, handle or use the Hardware (including under conditions or in a manner for which the applicable Hardware was not designed).

“**Intellectual Property**” means all intellectual property and other similar proprietary rights in any jurisdiction worldwide, whether owned or held for

use under license, whether registered or unregistered, including such rights in and to: (i) trademarks (including common law and registered trademarks), trade dress, service marks, certification marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and all other indicia of origin, including all registrations and applications of the foregoing and the goodwill associated with any of the foregoing (collectively, “**Product Marks**”); (ii) works of authorship and all other copyrightable works, including all copyrights, database rights, domain names and all registrations, applications and extensions of the foregoing; (iii) trade secrets, invention disclosures, techniques, business and technical information, know-how and information; and (iv) inventions, ideas, discoveries, designs, drawings, developments, whether or not any of the foregoing are patentable, and any issued patents and pending patent applications, including any divisionals, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights.

“**Interconnection**” means the connection of the Hardware to an electric or telecommunications utility during Installation.

“**Invoice**” means a request for payment.

“**Licensed Contractor**” means an EPCM contractor designated by Customer under a legally binding contract to perform Standard Site Activities or Installation services under Customer’s sole oversight, direction and control and at Customer’s sole expense.

“**Loss**” means, in relation to any Person, a damage, loss, cost, expense or liability incurred by the Person (including reasonable attorneys’ fees), however arising and whether present or future, fixed or unascertained, actual or contingent.

“**Maintenance Services**” means the services Ford Pro provides to Customer to ensure that the Hardware functions in accordance with these T&Cs.

“**Maintenance Services Term**” means the thirty-nine (39)-month period to begin on the date that the Hardware is shipped to Customer.

“**Nonconforming Hardware**” means Hardware actually supplied with a Defect upon delivery to Customer; provided, that Customer provides Notice to Ford Pro of such Defect prior to the end of the Inspection Period, as specified in **Section 5(a)(ii)**.

“**Notice**” means any notice, claim, certificate, request, demand or other communication required or permitted under these T&Cs. Where no timeframe or specification for Notice is made, Notice is assumed to be thirty (30) days prior written, detailed Notice. Except where Notice by email is expressly permitted by these T&Cs, Notice will be deemed given when sent by (i) registered mail, return receipt requested, or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the address listed in the Sales Order for the recipient Party, with a copy sent to each of the General Counsel and Corporate Secretary of the recipient Party at the same address (or such other address or designee as provided by Notice to the other Party).

“**Operators**” means all end users of the Hardware, including Customer’s Representatives who are authorized by Customer to use the Hardware.

“**Permit**” means any waiver, franchise, variance, permit, authorization, certificate, permission, concession, license, order, communication, decision or other authorizing or approving act, including any amendment to an existing Permit, of or from any Governmental Authority having jurisdiction over a Designated Location.

“**Person**” means an individual, corporation, partnership, firm, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority, association, or any other legal entity.

“**PII**” means any Data or Information that when used separately or in combination with other information could identify an individual or is related to or about an identified or identifiable natural person who can be identified, located or contacted, directly or indirectly from the Data or Information that is provided to or obtained by Parties under these T&Cs.

“**Posting**” means uploading to a shared website or comparable interface established to allow communications and comparable exchanges between Ford Pro and Customer, and may include e-mail delivery, if receipt is confirmed by the receiving Party.

“Process” means to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Product Network” means the open-platform network of Connectivity Points, including the TMC, that is operated and maintained by or on behalf of Ford Pro, and includes a web-hosted platform, dashboard and Connectivity Point control and certain reporting, analytics and ancillary energy services that Customer may access through its Fleet Account subject to these T&Cs.

“Project Lead” means the individual specified in the Sales Order to serve as the principal point of day-to-day contact for routine communications between the Parties.

“Representative” means a Person authorized by any contract, lease, license, indenture, agreement, commitment or other legally binding arrangement or under Applicable Law to act for or on behalf of another Person, including such Person’s Affiliates, directors, officers, employees, agents, subcontractors, outsourcers and suppliers.

“Sales Order” means any Customer order accepted by Ford Pro for the sale of Hardware or related services, including, as applicable, Covered Installation Services. All Sales Orders incorporate the terms of these T&Cs by reference.

“Site Activities” means the Standard Site Activities or Turnkey Site Activities, as applicable.

“Software” means the programs, procedures, routines, instructions and code used by or in connection with the operation of computers, as well as the related technical information, documentation and databases (including digital or cloud databases), currently available and solely related to Ford Pro’s EV charging stations. References to Software will include all Data produced or derived from such Software and the means of producing or deriving the same.

“Storage Fee” means, with respect to AC Chargers, a one-time storage fee of \$100.00 per AC Charger and, with respect to DC Chargers, a one-time storage fee of \$1,500.00 per DC Charger.

“Supplier” means the direct supplier of Hardware to Ford Pro.

“Taxes” means any governmental, state, local government or municipal tax, imposition, exaction, duty, charge or its equivalent under Applicable Law, including sales taxes, use taxes, goods and services taxes, value-added and excise taxes, income taxes, franchise taxes, gross receipts taxes, property taxes, and withholdings or liabilities wherever chargeable and whether in the United States or any other jurisdiction.

“TMC” means the transportation mobility cloud or comparable system that supports Customer’s access to its Fleet Account, Software via subscription or other services made available to Customer by Ford Pro via a Sales Order. The TMC holds certain Data and Information, including as aggregated, anonymized, Processed or otherwise analyzed by Ford Pro from customers.

“Warranty Process” means that Customer (i) contacts Ford Pro at 1-800-34-FLEET within the Hardware Warranty Period and no later than five (5) days from the date on which Customer knew, or should have known, of the Defect for which the claim is made; and (ii) strictly complies, in each case in Ford Pro’s reasonable discretion, with Ford Pro’s requirements, processes, procedures and instructions regarding Hardware Warranty claims. In furtherance of the foregoing, Customer shall provide to Ford Pro, at minimum: (A) a detailed description of the Defective Hardware, including the model and serial number; (B) a detailed description of the Defect; and (C) the shipping address for return of the replacement part (if any). For any Defective Hardware that is replaced hereunder, Customer shall return such Defective Hardware to Ford Pro in the original shipping container within fifteen (15) days after Customer receives replacement Hardware for such Defective Hardware. If Customer fails to return any replaced Defective Hardware to Ford Pro in accordance with the foregoing, the Hardware Warranty shall not apply to the Defective Hardware, and Customer shall be required to pay Ford Pro for the costs of the replacement Hardware and the labor costs of the Authorized Repairer in replacing the Defective Hardware, and Ford Pro shall provide an Invoice to Customer for such costs.

“Warranty Start Date” means the date on which the Hardware is shipped to Customer; provided, however, that if an Authorized Installer will perform

Installation at Customer’s commercial or industrial Designated Location, the **“Warranty Start Date”** means the date that is the earlier of (i) the date on which the Hardware is installed at such Designated Location, or (ii)(a) with respect to an AC Charger, the date that is six (6) months after the date on which the applicable AC Charger is shipped to Customer, and (b) with respect to a DC Charger, the date that is three (3) months after the date on which the applicable DC Charger is shipped to Customer.