



FORD PRO EV CHARGING SOLUTIONS HARDWARE SALES TERMS & CONDITIONS

These Ford Pro EV Charging Solutions Hardware Sales Terms and Conditions (these “T&Cs”), together with the applicable Sales Order and all other portions of the Sales Contract, represent a legally binding agreement between Customer and Ford Pro, effective upon Customer’s execution of the applicable Sales Order (the date of Customer’s execution thereof, 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 Hardware 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, 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, the “Total Hardware Price”). Applicable Taxes will not be calculated until the time of invoicing. 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 and any applicable Taxes. 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 after the date of the Invoice.

(b) **Taxes.** The Total Hardware Price and Total Installation Price do not include any Taxes that may apply to the sale of Hardware or any related services, including Covered Installation Services and Maintenance Services. Customer shall be responsible for all such Taxes (excluding, for the avoidance of doubt, income Taxes imposed on Ford Pro’s net income), and Customer agrees to pay or reimburse, via payment to Ford Pro, any such Taxes that Ford Pro or its Suppliers are required to pay or collect. If Customer is exempt from the payment of any applicable sales Tax or holds a direct payment permit, Customer shall, upon order placement, provide Ford Pro a copy, reasonably acceptable to Ford Pro, of any such exemption certificate or permit, and Ford Pro must approve such permit prior to shipment of the applicable Hardware. If Customer is required by Applicable Law to withhold or deduct any amount from the amount payable to Ford Pro under any Invoice, the sum payable by Customer shall be increased to the extent necessary to ensure that Ford Pro receives a sum equal to the amount that Ford Pro would have received had no such withholding or deduction been made. The Parties agree to reasonably cooperate to ensure that no more Taxes or similar charges are payable other than as required by Applicable Law, and to obtain a refund or credit of any Taxes that have been overpaid.

(c) **Customer Onboarding Process.** To the extent Customer’s established internal procedures require Customer to use its own purchase order to process payments, Customer will use its best efforts to ensure that Ford Pro is correctly identified and provided for in Customer’s accounts payable system, and Ford Pro will use commercially reasonable efforts to accommodate such process. Customer shall, at the time of completing any such onboarding process, provide Ford Pro an accounts payable contact name, email address and phone number to provide direct assistance to Ford Pro in completing such process and supporting Ford Pro’s ongoing use of Customer’s accounts payable system. Customer agrees to remit payment to Ford Pro as specified in these T&Cs or as Ford Pro may, in its sole discretion, accommodate with respect to such onboarding process. The terms of any such Customer-provided purchase order shall not be binding upon Ford Pro and shall not, and shall not be deemed to, amend, supersede or otherwise modify the Sales Contract in any way. For the avoidance of doubt, any such purchase order submitted by Customer shall be subject in all respects to the provisions of these T&Cs, including **Section 8(n)**.

(d) **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 of 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 the Sales Contract, 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 the greater of one percent (1%) per month and 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 specified in **Section 3(d)** and **Section 5(a)**, all payment obligations are noncancellable and non-refundable. Ford Pro reserves the right to deactivate any Hardware if any Invoice amounts are past due, and Customer shall be responsible for any reactivation costs or other related fees imposed or incurred by Ford Pro in connection therewith. Ford Pro will provide an Invoice for any such amounts, which Customer will pay as specified in **Section 2(a)**.

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

(a) **Hardware Term.** Unless terminated as provided in these T&Cs, the Hardware Term commences upon the Effective Date and continues until the earlier of the following: (a) termination of the Hardware Term as specified in **Section 3(c)**, (b) discontinuation by Ford Pro of all programs to which the Hardware relates, as specified in **Section 3(d)**, or (c) completion of the Installation of the last of the Hardware specified in the applicable Sales Order. Notwithstanding any such termination or expiration, (A) the Maintenance Services shall continue to be provided for the Maintenance Services Term, which may be extended by written agreement between the Parties, and (B) these T&Cs shall survive as set forth in **Section 8(m)**.

(b) **Term of the Sales Contract.** The term of the Sales Contract will begin on the Effective Date and will continue until both the Hardware Term and the Software Term, as applicable, have expired or been terminated in accordance with these T&Cs or the Software T&Cs, respectively; provided, that the termination or expiration of either the Hardware Term or the Software Term, individually, shall not terminate the Sales Contract, but only, with respect to termination or expiration of the Hardware Term, the Parties’ respective rights, duties and obligations provided under these T&Cs, and with respect to termination or expiration of the Software Term, the Parties’ respective rights, duties and obligations provided under the Software T&Cs, as applicable. Upon the termination or expiration of both the Hardware Term and the Software Term, as applicable, the Sales Contract shall immediately terminate with no further action required on the part of either Party. For the avoidance of doubt, the Sales Contract shall be of no force or effect, nor shall any agreement be deemed to exist between the Parties with respect to the

subject matter of any Sales Order, if neither the Hardware Term nor the Software Term remains in effect.

(c) **Termination; Effects.** Each Party may terminate the Hardware Term, 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 under these T&Cs, unless Cured; (ii) Insolvency; or (iii) as otherwise provided in these T&Cs, including as specified in **Section 3(d)**. A terminating Party shall give fourteen (14) days' advance Notice of termination, except in the case of a Change of Control of Customer, where Ford Pro may terminate as set forth in **Section 8(o)**, or 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, upon Notice, terminate the Hardware Term. Upon expiration or termination of the Hardware Term for any reason permitted pursuant to this **Section 3(c)**, all rights and obligations of the Parties under these T&Cs, other than those that are specified in **Section 8(m)** as surviving termination or expiration, will cease. Termination of the Hardware Term by either Party or expiration of the Hardware Term will not limit a Party from pursuing any other remedies specified in these T&Cs as being available to such Party, nor will termination or expiration of the Hardware Term by Customer release Customer from its obligation to pay all Invoices (whenever issued) for any Hardware already shipped to Customer, except as specified in **Section 3(d)**. In the absence of a material breach of its obligations under these T&Cs, Customer's total liability to Ford Pro for any termination of the Hardware Term 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)**.

(d) **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. 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.

(e) **Discontinuation and Limited Right of Return.** Ford Pro may discontinue Hardware and any related services, including Covered Installation Services and Maintenance Services, from time to time upon reasonable advance Notice to Customer. To the extent such discontinuation affects Covered Installation Services detailed in the Sales Order, Ford Pro shall provide thirty (30) days' advance Notice to Customer specifying the extent and effective date of the discontinuation. Upon such discontinuation, and except as specified in these T&Cs, Ford Pro will stop performing its obligations under the Sales Contract solely with respect to such discontinued Hardware or related service, and Customer's purchase of any discontinued Hardware or related services at any time previously shall not entitle Customer to purchase the same Hardware or related service after its discontinuation. To the extent any Hardware becomes obsolete due to such discontinuation, 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(d)**, in no event shall any discontinuation relieve Customer of any unpaid Invoice amounts due and owed by Customer.

4. COVERED INSTALLATION SERVICES.

(a) **Provision of Covered Installation Services.** Throughout the Hardware Term, Ford Pro will provide, and Customer will purchase, the Covered Installation Services for those Designated Locations, if any, specified in the Sales Order. For any Hardware for which Covered Installation Services will be provided under the Sales Contract (as specified in the 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 the Sales Contract (as specified in the Sales Order), after preparation of such plan, 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 the Sales Contract (as specified in the 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 the respective 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 Hardware 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.** 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. Customer may not schedule a delivery date for a date that is more than three (3) months after the date of the Sales Order, and if Customer fails to take delivery of any Hardware within three (3) months after the date of the Sales Order, then Ford Pro may, in its sole discretion, at any time after the expiration of such three (3)-month period, cancel such Sales Order.

(iii) **Customer's Representations, Warranties & Covenants.** As of the Effective Date and throughout the Hardware 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) 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 (C) 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. If Customer does not purchase Covered Installation Services, Customer will be solely responsible for selecting and engaging a Licensed Contractor to perform Installation of the Hardware. As a courtesy to Customer, Ford Pro may from time to time provide names of EPCM contractors to Customer to assist in Customer's selection and engagement of a Licensed Contractor. Ford Pro makes no representations or warranties with respect to any such EPCM contractor, including the qualifications of, the work to be performed by, or any aspect of Customer's relationship with any such EPCM contractor, and Customer assumes all risk in its selection and engagement of any such EPCM contractor.

(iv) **Acceptance of Hardware; Inspection Remedies.** Hardware shall be deemed to have been accepted by Customer upon Ford Pro delivery of such Hardware to the applicable carrier for shipment. If any Hardware is delivered damaged, including any damage to packaging or shipping containers or other patent or observable damage at the time of delivery (such damaged Hardware, a "**Damaged Delivery**"), or a delivery arrives with missing Hardware (such missing Hardware, a "**Missing Delivery**"), Customer must accept the delivery, notate the Damaged Delivery or Missing Delivery on the carrier's proof of delivery, bill of lading or similar document and sign and retain a copy of such documentation. Customer shall provide Notice to Ford Pro of any such Damaged Delivery or Missing Delivery within five (5) business days after delivery. Customer will inspect the Hardware within thirty (30) days after delivery (the "**Inspection Period**"), and Customer will provide Notice to Ford Pro prior to the end of the Inspection Period if any or all of the Hardware is Nonconforming Hardware. If Customer timely provides Notice to Ford Pro of any Damaged Delivery or Missing Delivery (with corresponding documentation as evidence) or any Nonconforming Hardware, Ford Pro will replace such Damaged Delivery, Missing Delivery or Nonconforming Hardware, as the case may be, with conforming Hardware. Customer will ship, at its initial expense and risk of loss, the damaged Hardware or Nonconforming Hardware, as the case may be, to the facility designated by Ford Pro. After (a) receiving Customer's return shipment of any Damaged Delivery or Nonconforming Hardware and, in the case of Nonconforming Hardware, inspecting to confirm the existence of the Defect, or (b) receiving timely Notice of any Missing Delivery, Ford Pro will promptly ship, at Ford Pro's expense, replacement Hardware to Customer's Designated Location. Any shipment of replacement Hardware shall be subject to the inspection procedures and remedies set forth in this **Section 5(a)(iv)**. Ford Pro will credit Customer's account for reasonable return shipping costs of any Damaged Delivery or Nonconforming Hardware (the status of which Ford Pro has confirmed). Customer acknowledges and agrees that the remedies specified in this **Section 5(a)(iv)** are Customer's exclusive remedies for the delivery of a Damaged Delivery or Nonconforming Hardware, or for any Missing Delivery.

(v) **Return Requests.** Except as specified in **Section 3(e)**, **Section 5(a)(iv)** and this **Section 5(a)(v)**, all sales of Hardware to Customer are made on a one-way basis, and Customer has no right to return Hardware to Ford Pro for any reason. Customer may request to return any Hardware

within thirty (30) days after shipment, which request may be approved, denied or otherwise conditioned by Ford Pro in its sole discretion. If Ford Pro approves any such return request, the Hardware must be received by Ford Pro at the address provided at the time of such approval in unopened and undamaged original packaging, in resalable condition, within thirty (30) days after such approval. Hardware returns pursuant to this **Section 5(a)(v)** are subject to a restocking fee, which Ford Pro shall be entitled to deduct from the amount credited to Customer's account as a result of the return. Customer is solely responsible for return shipping and will not be entitled to freight credit on the original shipment. To request a return of Hardware, including the applicable restocking fee, please contact the Ford Pro Project Lead.

(vi) **Hardware Use; Compliance with Applicable Law.** 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. Customer acknowledges that certain Hardware (together with any Software, technology, documents, and other material that may be embedded therein or provided therewith) may be subject to export controls under Applicable Law, including those of the Export Administration Regulations of the United States Department of Commerce (the "**EAR**"), which may restrict the export of Hardware from the United States and the re-export of Hardware from other countries. Customer shall comply with all Applicable Law relating to the export, re-export, transshipment, and diversion of any Hardware, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate government agencies and from Ford Pro, (Y) export, re-export, transship, or divert any Hardware into any of those countries listed from time to time in the EAR as countries subject to embargo or to any persons who are specially designated nationals of such countries, or (Z) export, re-export, transship, divert, transfer, distribute or sell any Hardware to a person or entity if Customer knows or should know that such person or entity intends to export, re-export, transship, divert, transfer, distribute or sell the Hardware to any such embargoed country or a national thereof or intends to use or allow others to use the Hardware for any prohibited activity. Customer shall cooperate fully with Ford Pro in any official or unofficial audit or inspection relating to the export control laws or regulations of the United States government. Customer further acknowledges and agrees that other countries from which Ford Pro may ship Hardware to Customer may have export controls similar or dissimilar to those described in this **Section 5(a)(vi)**, and that Customer is likewise required to comply with such other export controls.

(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 Sales Order with respect to such Hardware or (B) store the Hardware until Customer or Customer's Representative retrieves the Hardware, subject to 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 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 such Notice (in each case, during regular business hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday to Friday, excluding generally recognized United States holidays). 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 the Sales Contract.

6. LIMITED WARRANTIES; INDEMNITIES; LIMITATIONS.

(a) **Ford Pro’s Limited Hardware Warranty.** The Hardware is covered by the terms of Ford Pro’s standard Hardware limited warranty (the “**Hardware Warranty**”) for the term, and subject to the conditions, set forth in the Hardware Warranty. A copy of the Hardware Warranty is available at https://fleetaccount.ford.com/account-static/FordProTermsAndCondDocs/FordPro_Charging_Limited_Warranty.pdf. The Hardware Warranty is Ford Pro’s sole warranty to Customer with respect to Defective Hardware. All applicable warranties with respect to the Hardware that are set forth in the Hardware Warranty are hereby incorporated by reference into these T&Cs. The Hardware Warranty is transferable by Customer as provided therein; provided, that any such transfer of the Hardware Warranty shall not be, nor shall it be deemed to be, an assignment of these T&Cs to the transferee by Customer. FORD PRO’S MAXIMUM LIABILITY UNDER THE HARDWARE WARRANTY SHALL BE THE PURCHASE PRICE ACTUALLY RECEIVED BY FORD PRO FROM CUSTOMER FOR THE HARDWARE. To make a warranty claim or other related inquiry, please contact Ford Pro at 1-800-34-FLEET.

(b) **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(c)**, 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.

(c) **Disclaimer of Other Warranties.** EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN **SECTION 6(a)** AND **SECTION 6(b)** (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 THESE T&CS (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(c)** 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.

(d) Indemnification; Limitations.

(i) Subject to the limitations specified in **Section 6(a)**, **Section 6(d)(iii)** and **Section 6(d)(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 (D) mandatory products liability obligations under Applicable Law. In furtherance of this **Section 6(d)(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(d)(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 THE SALES CONTRACT (INCLUDING UNDER **SECTION 6(d)(i)**) OF THESE T&CS OR THE LIMITED WARRANTIES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE HARDWARE WARRANTY) 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(d)(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 Sales Contract (including these T&Cs) or any Hardware or any related services, including Covered Installation Services and Maintenance Services, shall not exceed (A) \$250,000 per Loss or Claim or (B) \$1,000,000 in the aggregate for all Losses and Claims. Any Loss or

Claim arising from or in connection with or relating to the Sales Contract (including these T&Cs), any Hardware or any related services, including Covered Installation Services and Maintenance Services, shall be subject solely to the provisions of this **Section 6(d)**. The limitations specified in these T&Cs may not be compounded with, and will not be deemed to be expanded by, the limitations that may be set forth in any other portion of the Sales Contract, including under the Software T&Cs, if applicable, or any other agreement entered into by the Parties, including any agreement relating to Ford Pro's provision and licensing of any Data to Customer or Customer's access to its Fleet Account (each, as applicable, a "**Fleet-Related Agreement**"). Customer shall not be permitted to recover for any single Loss or Claim under, and no Loss or Claim will be deemed to arise under, more than one of (x) these T&Cs, (y) the Software T&Cs or (z) any Fleet-Related Agreement. Without limiting the foregoing, a Party's aggregate indemnification obligations 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 Sales Contract, any other sales contract between Customer and Ford Pro in the twelve (12) months preceding such Loss or Claim or otherwise relating to Ford Pro's provision of fleet electrification services or EV fleet services in the twelve (12) months preceding such Loss or Claim, regardless of the subject matter to which such Loss or Claim relates or whether arising under these T&Cs, the Software T&Cs or any Fleet-Related Agreement, shall not exceed \$1,000,000 in the aggregate for all Losses and 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 Maintenance Services, and (b) solely to the extent necessary or appropriate in connection with the provision of Hardware and related services 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 and receive the related services as specified in these T&Cs. In furtherance of the foregoing, Ford Pro may collect certain Data from Customer in connection with the Hardware and related services, 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 Ford Pro 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 Hardware operates may differ from what is provided or expected from such Data, and Customer shall exercise reasonable judgment in Customer's use of any such Data. Customer further acknowledges that certain Data may contain PII, including PII gathered from the provision of Hardware and related services and operation of such Hardware. Prior to being transferred to any third party, including any customer of Ford Pro, Data will be adapted to exclude PII. It is the sole responsibility of Customer to (i) notify any Operator that Data and PII may be collected and of the type and nature of that Data and PII, and (ii) obtain all necessary consents for Ford Pro's collection and use, as described in these T&Cs, of such Data and PII as required by Applicable Law and these T&Cs (collectively, "**Consents**"). Customer shall indemnify Ford Pro pursuant to the provisions of **Section 6(d)** 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 or its Affiliates shall be the sole and exclusive property of the Party providing or disclosing Information or, if such Party is not the owner thereof, the Person that owns such Information. Ford Pro may also create a de-identified set of the Data (which does not contain any PII or Information 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 a Party and its Affiliates (collectively, the "**Disclosing Party**") that the other Party (the "**Receiving Party**") receives or obtains access to in the course of the relationship established by 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 the Sales Contract (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 Hardware Term and for a period of four (4) years after the termination or expiration thereof. 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 in violation of any confidentiality obligations existing between the Parties; (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 Disclosing Party prompt Notice of such threatened disclosure and the right to defend against such disclosure, at the Disclosing Party's expense, and provided further that the Receiving Party will cooperate reasonably in such defense.

(b) **Privacy; PII.** Ford Pro may collect PII that includes contact information from Customer in connection with the Sales Contract and the provision of Hardware and related services. Customer, for itself and on behalf of its Affiliates, agrees and consents to Ford Pro's use of such contact information to send marketing, advertising and promotional communications to Customer concerning Ford Pro's and its business partners' products and services that Ford Pro believes may be of interest to the Customer or its Affiliates. Customer is subject to the Ford Pro Privacy Policy, as such policy may be amended from time to time, which such policy is available at www.fordpro.com/en-us/privacy (the "**Privacy Policy**"). For more information on how Ford Pro handles PII and other identifiable information, please see the Privacy Policy, which contains information on how a recipient of our marketing communications may opt-out from such communications or withdraw this consent.

(c) **Title and Risk of Loss.** Title and, except as provided in **Section 5(a)(iv)** with respect to the delivery of replacement Hardware, risk of loss for the Hardware will pass to Customer upon Ford Pro delivering such Hardware to the applicable carrier for shipment to the applicable Designated Location, unless otherwise specified in the Sales Order or otherwise required by Applicable Law. As collateral security for the payment of all amounts invoiced to Customer pursuant to these T&Cs, 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(b)** will constitute a purchase money security interest under the Uniform Commercial Code of the state in which the Hardware is located, and Customer hereby consents to Ford Pro filing one or more financing statements to perfect and record such interest.

(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 the introduction of any "next generation" services) of any

wireless, cellular or internet carriers. The limitations of liability specified in this **Section 8(d)** shall apply to any 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 the Hardware Warranty, 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 8(k)** (or, solely with respect to the Hardware Warranty, the applicable terms thereof), 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, nor shall such statement be deemed to be a part of the Sales Contract, 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. If the impacted Party's delayed performance continues for a period of ninety (90) consecutive days, either Party may terminate the Hardware Term or cancel any portion of the affected Sales Order upon thirty (30) days' advance Notice.

(h) **Governing Law/Invalidity.** The Sales Contract 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 the Sales Contract is declared unlawful or unenforceable by judicial determination or performance, the remainder of the Sales Contract 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 any related services, including Covered Installation Services (including the Engineered Design) and Maintenance Services, shall be exclusively with Ford Pro, and (ii) the Customer's performance of any Site Activities, Installation by a Licensed Contractor and 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.** The Sales Contract does 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 in the Sales Contract.

(k) **Assignment.** Neither Party may assign, delegate or transfer the Sales Contract, or any of its rights, duties or obligations hereunder, whether voluntarily, by merger or operation of law, or otherwise, 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 the Sales Contract, or any portion thereof, to any of its Affiliates and may delegate any of its duties and obligations hereunder to any Affiliate or Representative, without obtaining Customer's prior written consent. No permitted assignment shall relieve a Party of its rights and obligations under these T&Cs prior to the effective date of such assignment, and any unpermitted assignment shall be null and void. The Sales Contract will inure to the benefit of any respective successor or permitted assign of a Party.

(l) **Arbitration.** Disputes between the Parties arising out of or in connection with the Sales Contract, 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, the Sales Contract 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 over a Party. 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 the Hardware Term for any reason, **Section 2(a)**, **Section 3(b)**, **Section 5(a)(vi)** and **Section 6** through this **Section 8** (inclusive) of these T&Cs will survive.

(n) **Entire Agreement; Interpretation; Execution and Counterparts.** The Sales Contract constitutes the entire agreement between the Parties with respect to the subject matter of the Sales Contract and supersedes all prior oral or written representations and agreements with regard to the same. Any other terms or conditions of purchase, sale or otherwise that are not specifically set forth in the Sales Contract shall be binding only with the specific written consent of Ford Pro. Ford Pro's specific written consent in this respect shall mean a written agreement signed by a duly authorized representative of Ford Pro. Any terms and conditions proposed by Customer, including any preprinted, linked, referenced or customized terms and conditions on or with Customer's order, including in any purchase order submitted by Customer, are hereby expressly rejected and will not form or be deemed to form any part of the Sales Contract. Customer hereby agrees that any purchase order submitted to Ford Pro by or on behalf of Customer may be used, solely as a courtesy to Customer, for order processing and invoicing purposes only, but in no event will any such purchase order, or any terms or conditions set forth therein, supersede, amend, supplant or otherwise modify in any way the Sales Contract (including, for the avoidance of doubt, these T&Cs or the contents of the Sales Order), which represents and constitutes the sole and entire agreement between the Parties with respect to the subject matter thereof. The Sales Contract confers no rights upon any third party, including any Representative of either Party or other Operator, except as expressly provided in the Sales Contract. Except as specifically stated otherwise, in the event of any conflict or inconsistency between the terms of these T&Cs and any other term of the Sales Contract, the terms of these T&Cs will control with respect to Hardware and any related services, including Covered Installation Services and Maintenance Services, and the terms of the Software T&Cs, if applicable, will control with respect to Software and any matters relating thereto. 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. The Sales Order may be executed by electronic means, including by Customer clicking the "Accept" button on the digital version of the Sales Order, or by executing one or more counterparts of the Sales Order, each of which will be deemed an original version of the

Sales Order. In such case, for purposes of the Sales Order, 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 at least fifty percent (50%) ownership of or is at least fifty percent (50%) 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 fifty percent (50%) 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 Hardware 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 Hardware 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 Hardware.

“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 the Hardware Term, 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.

“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” means, and are limited to, the 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, 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 the 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 Person purchasing Hardware or related services, as specified in the Sales Order.

“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 (including as a result of its operation and EV charging), and any transformation of the foregoing, including as provided for in the Fleet Management Subscription Services Terms and Conditions, if applicable.

“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 Hardware 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 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.

“**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 and EVs), enhancement and optimization of products and services (including Software and EVs), 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, agencies or instrumentalities (whether national, federal, state, provincial, local, tribal or otherwise), court of competent jurisdiction, arbitrator, arbitral tribunal, arbitral body, 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 Sales Order. If any specific Hardware specified in a Sales Order is no longer commercially available or offered by Ford Pro, or is otherwise unavailable for shipment to Customer, at the time of shipment, Ford Pro reserves the right to ship to Customer substitute Hardware of substantially equal or greater kind and quality that is suitable for use in the same or substantially the same applications, without any additional cost or obligation to Customer.

“**Hardware Term**” means the term of these T&Cs, as provided in **Section 3(a)**.

“**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 the Sales Contract, and the business and other information regarding a Party and its Affiliates.

“**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 the affected 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, with respect to any Hardware, the thirty-nine (39)-month period that begins on the date that such 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)(iv)**.

“**Notice**” means any notice, claim, certificate, request, demand or other communication required or permitted under the Sales Contract. Where no timeframe or specification for Notice is made, Notice is 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 in the Sales Order or 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, is reasonably linked to 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 pursuant to these T&Cs.

“**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.

“**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 Contract**” means, collectively, (i) the Sales Order, (ii) these T&Cs, (iii) the Hardware Warranty, (iv) any additional terms or conditions included in the Sales Order as a condition of Customer’s execution thereof, including, to the extent the Sales Order includes Customer’s purchase of Software, the Ford Pro EV Charging Solutions Software Sales Terms and Conditions (the “**Software T&Cs**”), and (v) the Privacy Policy.

“**Sales Order**” means the Ford Pro sales order executed by Customer (as provided in **Section 8(m)**) and accepted by Ford Pro for the sale of Hardware or related services, including, as applicable, Covered Installation Services and Maintenance Services.

“**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.

“**Software Term**” means the term of the Software T&Cs, as provided therein.

“**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 Data aggregated, anonymized, Processed or otherwise analyzed by Ford Pro from customers.