

CHARGING STATION LICENSE TERMS AND CONDITIONS

Updated October 7, 2022

These Charging Station License Terms and Conditions (“Terms”) together with the Proposal (together, the “Agreement”) are entered into as of the Effective Date between Customer and Resound Energy LLC, a Washington limited liability company, whose address is 22122 20th Ave SE No 159, Bothell, WA 98021 (“Resound”) (each a “Party and collectively “Parties”). Capitalized terms not defined in these Terms have the same meaning as in the Proposal.

1. Grant of License. Customer is the fee simple owner of certain real property located at the Site. Customer grants to Resound for the Term of this Agreement: (i) an exclusive and irrevocable license to use and occupy a portion of the Site for the Purpose (defined below) and (ii) any necessary easements for access and utilities for the Purpose.
2. Purpose. The Site may be used by Resound for any lawful activity in connection with the design, development, construction, installation, maintenance, repair replacement, removal, security, and operation of electric vehicle chargers and ancillary items, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, the “Charging Station”), together with any other uses permitted in this Agreement (“Purpose”).
3. Term & Termination. The term of this Agreement (as extended or renewed from time to time, the “Term”) will commence on the Effective Date and terminate 10 years from the date that the Charging Station is first operational (“Commencement Date”). Resound will send Customer notice of the Commencement Date within 30 days of the Commencement Date.
4. Renewal. Following the expiration of the initial 10-year Term, this Agreement will automatically renew for successive one-year periods, unless terminated by either Party on written notice at least 30 days before the anniversary of the Commencement Date.
5. License Fee. Resound will pay Customer the License Fee in the Proposal within 30 days of the Commencement Date. If the Agreement automatically renews on the expiration of the initial Term as described in Section 4, Resound will pay Customer the Renewal License Fee each year, increasing by 2% each year that the Agreement is renewed, within 30 days of each anniversary of the Commencement Date.
6. Early Termination. This Agreement may be terminated upon 30 days’ written notice to either Party without penalty or fee:

- a. in the case of Resound, at any time prior to the submission of the permit application for construction of the Charging Station or if Resound determines that the construction or continued operation of the Charging Station is impracticable or uneconomical; and
 - b. in the case of Customer, if the Commencement Date has not occurred within 15 months following the Effective Date; provided that the foregoing right will terminate upon the Commencement Date.
7. Termination for Cause. This Agreement may be immediately terminated for cause by either Party under either of the following circumstances:
 - a. the other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for 10 business days after receipt of written notice; or
 - b. the other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy insolvency laws.
8. Maintenance of the Site and Taxes.
 - a. Customer will cause the area around the Charging Station to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Site.
 - b. Customer will have no responsibility to maintain Resound's Charging Station or related Resound equipment, hardware, software, or signage. Customer will not retain any ownership rights in the Charging Station and related Resound equipment. Resound is solely responsible for property taxes imposed on the Charging Station (but not any other area of the Site). Each Party is responsible for its own income, franchise, property, or similar taxes.
9. Installation Activities.
 - a. Resound will, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") required to support the operation of the Charging Station and its services, including furnishing and installing all materials, equipment, and labor required for the installation of the Charging Station. The Installation Activities include but are not limited to all work related to the development of plans and documents for supplying power to the Charging Station per utility standards and Customer requirements; the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; and site preparation, trenching, repaving, and landscaping. Following the installation, Resound will activate and test the Charging Station.
 - b. Resound may, at any time during the Term and in its discretion modify, including, without limitation, upgrade, replace, or remove all or a portion of the Charging Station (collectively, "Modifications"), whether or not said items are considered fixtures and attachments to the Site under applicable

laws; provided, however, before any such Modifications, Resound will use best efforts to provide reasonable notice to Customer of the Modifications.

- c. Before beginning any Installation Activities, Resound will provide a copy of the construction schedule, Charging Station specifications, and installation plans to Customer for its approval, which approval will not be unreasonably delayed or withheld. No work will begin until plans have been approved and all applicable permits and certifications have been obtained by Resound.
- d. With respect to its Installation Activities, Resound will ensure that it or its designated contractors providers perform Installation Activities only during times and days acceptable to Customer and in a manner so as not to unreasonably interfere with Customer's business operations.
- e. On completion of any Installation Activities under this Agreement, Customer will not retain any ownership rights of the Charging Station and related equipment, hardware, software, signage, and supporting equipment and structures at the Site.

10. Electricity. Unless otherwise agreed by the parties, Resound will be responsible for all electricity costs of the Charging Station by obtaining separately-metered electricity service. Customer will use commercially reasonable efforts to cooperate with Resound's efforts regarding the provision of electricity to the Charging Station. Neither Customer nor Resound has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station, except as provided in Section 17.

11. Charging Services, Operation, and Maintenance.

- a. The Charging Station will be accessible to Resound's subscribers, customers, agents, employees, contractors, vendors, guests, and invitees ("Resound Customers"), who will be charged in amounts reasonably determined by Resound, which may change from time to time in Resound's sole discretion.
- b. Resound will provide maintenance services to ensure all equipment is properly checked, tested, and activated for safe and proper operation. Resound will create a network communications system capable of monitoring the Charging Station for errors or malfunction at all times.
- c. The Charging Station will have the ability to stop flow of power when not in use. The system will have over-current protection to prevent vehicles from drawing too much power.

12. Access. Resound Customers will be allowed complimentary access to the Site at all times during the Term of this Agreement, except during times at which the Customer must close the parking lot for maintenance, safety, special events, and other unforeseen reasons in the discretion of the Customer. The Customer will use best efforts to notify Resound at least 48 hours in advance of such a closure. Subject to all other provisions and obligations of this Agreement and applicable permitting requirements, Resound and its employees, contractors, and vendors

may access the Site to maintain, inspect, repair, upgrade, or replace any portion of the Charging Station.

13. Customer Use. Upon Customer's request, Resound will provide Customer a report detailing the Charging Station's utilization. If, upon review of the report, the parties mutually determine that complimentary access to use the Charging Station resulted in frequent abuse of Customer-prescribed parking time limits for the parking stalls located at the Property then the Parties will create a plan to mitigate such abuse.
14. Signage and Striping. Subject to Customer's prior approval, Resound may paint, place, erect, or project signage, marks, or advertising devices in, on, about, or around the Site at Resound's sole cost and subject to applicable laws and regulations. At no time may Customer place any signage on Resound's property. Resound will install electric vehicle parking stall pavement striping and markings per the plans approved by the Customer. All signage and pavement markings must be consistent with industry standards for electric vehicle parking, Customer requirements, and State and Federal guidelines. Resound will furnish and install all materials, equipment, and labor for the Charging Station signage and pavement markings.
15. Promotional Activities. During the Term of the Agreement, Resound may promote the availability of the Charging Station through traditional and/or electronic media, including providing the address to the Property and a description thereof. No Party will use the other Party's trade or service marks, logos, or other proprietary materials without the prior written consent of the other Party.
16. Restoration of the Site. Upon the expiration of the Term, or other termination of this Agreement, Resound will remove the Charging Station and all Resound's other property (except equipment that cannot be feasibly removed, such as conduit) from the Site and Property within 90 days. Except as noted above and except for reasonable wear and tear, to the extent Resound's work has damaged or altered the Site Resound will return the Site to its original condition prior to the execution of this Agreement. These obligations will survive the termination of this Agreement and will not be excused for any reason, except for termination due to Customer's breach.
17. Mutual Indemnity.
 - a. By Resound: Resound will indemnify, defend, and hold harmless Customer and its directors, officers, agents, and employees against all suits, claims, or actions arising out of any injury or death or damage to property that may occur or be alleged to have occurred ("Indemnity Events"), to the extent caused by Resound's use of the Site or the negligent acts or omissions of Resound, its agents, employees or contractors, except to the extent caused by the negligence or willful misconduct of Customer, its employees, contractors, or agents.

- b. By Customer: Customer will indemnify, defend, and hold harmless Resound and its directors, officers, agents, and employees against all suits, claims, or actions arising out of any injury or death or damage to property that may occur or be alleged to have occurred related to the Site, except to the extent caused by the negligence or willful misconduct of Resound, its employees, contractors, or agents.
- c. The indemnifying Party will pay the reasonable attorney's fees of the indemnified Party for the defense of the Indemnity Events.
- d. This Section will survive termination.

18. Insurance.

- a. Minimum Coverage. Resound will acquire and maintain Workers' Compensation, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to Resound's use of the Site covering Customer's risks in form subject to the approval of the Customer Attorney and/or Customer's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, will be as follows:
 - i. Worker's Compensation: statutory minimum
 - ii. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage
 - iii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Resound's vehicle usage in performing services hereunder)
- b. Certificates of Insurance and Required Endorsements. Upon request, Resound will furnish Customer with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, naming Customer as additional insured.
- c. Umbrella Coverage. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance.
- d. Limitation of Liability. In no event will either Party be liable (in contract or in tort, including negligence and strict liability) to such other Party or its directors, officers, agents, and employees for any special, indirect or consequential damages relating to this Agreement. The entire liability of each Party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other Party to mitigate its damages. Except with respect to its indemnification obligations under Section 17, Resound's total liability to the Customer on an aggregate basis arising out of or in connection with this Agreement, whether in contract or in tort, will not exceed \$1,000,000.

19. Representations, Warranties, and Covenants. Each Party represents and warrants to the other that, as of the Effective Date: (a) it has all necessary power

and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary actors and none of the Agreement's provisions violate any term or condition of its governing documents, contracts to which it is a party, or any law, regulation, order, or other applicable legal determination; (c) there is no pending or known threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid, and binding obligation, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and general principle of equity; and (f) at all times during the Term, it will comply with all applicable Federal, state, and local laws (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

20. Notice. Notice to a Party will be validly given if in writing and transmitted by a method that produces a record of delivery, to the address (including email address) most recently provided by the Party. The Parties agree to do business electronically.
21. Property Rights; Assignment. This Agreement is binding on and benefits the Parties and their respective heirs, successors, assigns, and personal representatives. If the Site is transferred or Customer no longer has the level of control over the Site necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), Customer will assign this Agreement to the person or entity that would be able to comply with Customer's obligations following such Transfer Event. Further, Customer agrees that any such Transfer Event will not affect, terminate, or disturb Resound's right to use of the Site under the terms of this Agreement or any of Resound's other rights under this Agreement, so long as Resound is not then in default under any of the terms, covenants, or conditions of this Agreement.
22. Casualty and Condemnation. If any portion of the Property is damaged by fire or other casualty in a manner that adversely affects Resound's use of the Site, then Resound may, within 30 days of the date of such fire or other casualty, elect to terminate the Agreement by written notice to the other Party. If any portion of the Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect Resound's use of the Site, then Resound may elect to terminate the Agreement effective as of the date title to the condemned portion of the Property is transferred to the condemning authority.
23. Independent Contractor. It is the express intention of the parties that Resound act as an independent contractor. Without limiting the generality of the foregoing, the Parties are not authorized to bind each other to any liability or obligation or to represent that it has any authority.

24. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed void, and the remaining provisions of this Agreement will remain in effect.
25. Dispute Resolution. The Parties will attempt to resolve any and all disputes or claims arising out of the Agreement through mutually cooperative negotiation in good faith. If negotiation is unsuccessful, either Party may submit the dispute to mediation within 30 days. If mediation does not resolve the dispute within 90 days of filing for mediation, any remaining controversy or claim arising out of or relating to this contract or its breach will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The attorneys' fees and costs of dispute resolution will be borne by the losing Party unless the Parties stipulate otherwise or in such proportions as the arbitrator will decide.
26. Governing Law. This Agreement and any claims that arise out of it will be governed exclusively by the laws of the State of Washington, without regard to its conflicts of laws provisions.
27. No Waiver. No waiver of any provision of the Agreement will be effective unless explicitly in writing and signed by the waiving Party.
28. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under any applicable law, in equity or otherwise.
29. Force Majeure. Neither Party will be liable for its failure to fulfill its obligations by reason of any supervening event beyond its control. Such causes include but are not limited to acts of God, war (declared or undeclared), insurrections, hostilities, riots, fire, national strikes, and interference or hindrance by governmental authority, or any other matter or cause beyond the control of the Party. The Party claiming application of this Section will immediately give written notice to the other Party as soon as commercially practicable and will act in good faith to resume full performance as soon as possible under the circumstances.
30. No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.
31. Integration; Amendments. These Terms and the Proposal contain all agreements, promises, and understandings between the Parties, and there are no verbal or oral agreements, promises, or understandings between the Parties. Any

amendment, modification, or other change to these Terms will be ineffective unless made in a writing signed by the Parties.

32. Precedence. If any conflict exists between these Terms and the Proposal, the Proposal will control.

CHARGING STATION LICENSE PROPOSAL

CUSTOMER AND SITE INFORMATION:

Customer Name		Site Address (see Exhibit A)	
Form of Organization		Contact Name	
Location of Formation		Contact Email	
Mailing Address		Contact Telephone	

LICENSE FEE: [e.g., one-time fee of \$45,000].

RENEWAL FEE: [e.g., \$5,485.47]

NOTES/SPECIAL PROVISIONS: _____

By signing below, Customer accepts this Proposal and the Terms and Conditions located at <https://www.resoundenergy.com/legal> ("Terms and Conditions"). This Proposal and the Terms and Conditions are the entire agreement ("Agreement") between Resound Energy LLC and Customer regarding the Site. This Agreement supersedes and replaces any other agreements, oral or written, between the parties regarding these matters. No amendment to this Agreement will be effective unless made in writing and signed by Resound Energy and Customer. The Agreement is effective as of the date last signed below ("Effective Date").

RESOUND ENERGY LLC	CUSTOMER
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: