

Last Revised: June 23, 2023

LOOP EVSE DIGITAL ADVERTISING ADDENDUM

This Loop EVSE Digital Advertising Addendum (this "Addendum") forms part of, and is hereby incorporated into, the Loop Network Access Terms and Conditions available at <https://loopglobal.com/loop-network-access-agreement-terms.pdf> and Loop Network Access Agreement entered into by the parties (collectively, the "Agreement") and applies in each instance for which Customer elected the Loop EVSE Digital Advertising option. In the event of a conflict or inconsistency between the Agreement and this Addendum, this Addendum will control but solely with respect to the subject matter of this Addendum. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

1. **Paid Advertisements.** Loop shall use commercially reasonable efforts to obtain paid digital advertisements ("Paid Content") to be shown on the Loop EVSE as designated by Customer on the Site capable of displaying such digital content; provided, however, that if Loop is unable to obtain Paid Content after using commercially reasonable efforts, Loop may display unpaid digital content ("Unpaid Content") until such time as Paid Content has been obtained by Loop. Customer may not seek, sell, offer to sell or display any Paid Content on the Loop EVSE except for such Paid Content obtained by Loop.
2. **Content Approvals.**
 - a. If Customer does not want certain Paid or Unpaid Content to be displayed on Customer's Loop EVSE, Customer must notify Loop in writing via a questionnaire or other method agreed upon with Loop. Loop agrees not to display any Paid or Unpaid Content on Customer's Loop EVSE that is expressly prohibited by Customer in writing.
 - b. LOOP SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PAID CONTENT OR UNPAID CONTENT DISPLAYED ON CUSTOMER'S LOOP EVSE WHICH WAS NOT EXPRESSLY PROHIBITED BY CUSTOMER IN WRITING. Furthermore, if Customer wants to remove any content being displayed on Customer's Loop EVSE, Customer must notify Loop in writing and Loop will use reasonable efforts to promptly remove such content.
3. **Customer Content.** If Customer wishes to display its own digital content ("Customer Content") on Customer's Loop EVSE, then Customer will notify Loop and Loop will designate certain time slots during which such Customer Content may be displayed. Customer will make all Customer Content available to Loop in an acceptable format pursuant to Loop's written instructions, and Customer hereby grants Loop a non-exclusive right and license to copy, distribute, display, publicly perform and otherwise use such Customer Content on the Loop EVSE during the Addendum Term. Customer, and not Loop, is solely responsible for all Customer Content. Customer represents and warrants to Loop that: (a) Customer owns or has sufficient rights to grant the rights to Customer Content provided to Loop hereunder, (b) Customer has obtained all necessary consents, approvals, licenses, releases and rights from any third parties who appear in, or may otherwise have rights in the Customer Content and has fully paid any third parties who may be entitled to a royalty or other fee (including public performance organizations) in connection with any of the rights granted to Loop hereunder, (c) the use, display and exploitation of the Customer Content as contemplated hereunder will not violate any applicable laws, including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade dress, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, or invasion of privacy or publicity rights, moral or otherwise; and (d) Customer Content shall not include any content that is unlawful, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, or otherwise objectionable in Loop's reasonable opinion. Customer agrees that Loop reserves the right to not show or to remove any such Customer Content being shown on Customer's Loop EVSE if Loop discovers that any of the foregoing representations are untrue.
4. **Revenue Share.** During the Addendum Term, Loop shall pay to Customer on a quarterly basis the Net Revenues for such quarter, unless otherwise specified in the applicable Agreement. "Net Revenues" means the gross revenues actually received by Loop from Paid Content displayed on

Customer's Loop EVSE, less Loop network management fees, any taxes, duties, any amounts due to third parties and any relevant advertising exchange fees retained by the exchange as compensation for their services.

5. **Disclaimer.** LOOP MAKES NO WARRANTY OR GUARANTY IN ITS ABILITY TO OBTAIN PAID CONTENT OR REGARDING AMOUNTS THAT CUSTOMER MAY RECEIVE FROM PAID CONTENT OR OTHERWISE IN CONNECTION WITH THE ENTRY INTO THIS ADDENDUM. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REVENUE PROJECTIONS OR OTHER ESTIMATES LOOP MAY PROVIDE IN CONNECTION WITH THE SUBJECT MATTER OF THIS ADDENDUM, WHETHER ORALLY OR IN WRITING, ARE ESTIMATES ONLY AND ARE NOT GUARANTEED IN ANY WAY. IN ADDITION TO AND WITHOUT LIMITING ANY DISCLAIMERS SET FORTH IN THE AGREEMENT, ANY PAID CONTENT OR UNPAID CONTENT ARE PROVIDED "AS IS" AND LOOP HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
6. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE IN CONNECTION WITH EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY AND ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE UNDER THIS ADDENDUM TO THE OTHER PARTY FOR (A) ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF; OR (B) AGGREGATE DAMAGES IN EXCESS OF THE CUSTOMER ADVERTISING REVENUES PAID BY LOOP TO CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.
7. **Indemnification.** Customer will indemnify, defend and hold harmless Loop against any Damages incurred by Loop in connection with any Claim made or brought against Loop by a third party arising from Loop's use of any Customer Content in compliance with the terms of this Addendum.
8. **Term.** This Addendum shall commence upon the Loop Network Access Start Date and continue for the term of the Agreement ("Addendum Term").