

Last Revised: July 19, 2023

LOOP NETWORK ACCESS TERMS AND CONDITIONS

These Loop Network Access Terms and Conditions (these “Terms”) are entered into between Loop Global Inc., a Delaware corporation (“Loop”) and any entity desiring to use and access the Loop Network (“Customer”). These Terms govern and are incorporated into any Network Access Agreement entered into by the parties. These Terms together with any Network Access Agreement shall be collectively referred to herein as the “Agreement”.

BY CLICKING A BOX INDICATING ACCEPTANCE OF THESE TERMS OR BY EXECUTING A SEPARATE AGREEMENT THAT REFERENCES THESE TERMS OR BY OTHERWISE USING OR ACCESSING THE LOOP NETWORK (THE APPLICABLE DATE ANY OF THE FOREGOING IS CONDUCTED, THE “ACCEPTANCE DATE”), CUSTOMER AGREES IT HAS READ AND WILL BE BOUND BY THESE TERMS.

If the individual entering into these Terms is doing so on behalf of a company or other legal entity, such individual represent that he/she/they have the authority to bind such entity to these Terms, in which case the term “Customer” will refer to such entity. If the individual does not have such authority, or if such individual does not agree with these Terms, such individual must not accept these Terms and may not use the Services.

These Terms are effective as of the Acceptance Date and governs Customer’s use and access of the Loop Network. Loop reserves the right to change or modify portions of these Terms at any time. If Loop does so, it will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. Loop will also notify Customer, in an email notification or through other reasonable means. Any such changes will become effective at the commencement of Customer’s next Renewal Term (pursuant to the applicable Agreement), except that changes addressing new functions of the Loop Network or changes made for legal reasons may become effective immediately. Customer’s continued use of the Loop Network after any such changes or modifications become effective constitutes acceptance of such changes or modifications.

1. **CERTAIN DEFINITIONS.** Capitalized terms used herein shall have the meanings set forth below or as otherwise defined in these Terms.

1.1 “Charger” means a device with one or more Charging Ports (as defined in the Agreement) and Connectors for charging EVs.

1.2 “Connector” means a device that attaches an EV to a Charging Port in order to transfer electricity.

1.3 “Commissioned” means, with respect to a EVSE, that such EVSE have been activated on the Loop Network or made operational by Loop, a Loop Network Partner and/or a certified Installer.

1.4 “Customer Data” means all data, information, content or other materials supplied by or collected from Customer. For clarity, Customer Data does not include Driver Data.

1.5 “Drivers” means the EV drivers who use the EVSE and the Loop Network to charge their vehicles.

1.6 “Driver Data” means all data, information, content or other materials supplied by or collected from Drivers, including through Drivers’ use and access of the Loop Network.

1.7 “EV” means electric motor vehicle that is either partially or fully powered on electric power received from an external power source.

1.8 “EVSE” means either the Loop EVSE or such other EV Charger, including electric vehicle charging station(s), transformer upgrade, service wire, conduit and other secondary materials installed at the Site, in each case which is intended by the parties to use the Loop Network.

1.9 “Installer” means the applicable third party licensed electrical contractor selected by Customer to install the EVSE.

1.10 “Loop CMS” means Loop’s web-based EV Charger management software network platform for management of the Loop Network including any Customer-specific dashboard made available thereon.

1.11 “Loop EVSE” means Loop’s level 2 or level 3 DC fast Chargers purchased by Customer from a Loop authorized reseller or distributor of such equipment.

1.12 “Loop Network” means Loop’s proprietary EV Charger management software network and Loop CMS and mobile application (the “Loop App”) for controlling access to and operation of the EVSE.

1.13 “Loop Network Access Start Date” means for each Site the later of (a) the date that the EVSE for such Site are Commissioned or (b) the Effective Date.

1.14 “Site” means the address whereby EVSE connected to the Loop Network are located.

2. LOOP NETWORK.

2.1 Provision of Loop Network. Subject to the terms and conditions of the Agreement, starting on the Loop Network Access Start Date and continuing through the remainder of the Term, Loop will make the Loop Network available to Customer and remotely oversee and manage Driver access, billing and fee collection activities for the EVSE (collectively, the “Services”).

2.2 Restrictions on Use of Loop Network. Except as expressly permitted hereunder, Customer (a) will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Loop Network; (ii) modify, translate or create derivative works based on any of the Loop Network; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Loop Network; (iv) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Loop Network or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) remove or obscure any proprietary notices or labels of Loop Network; and (b) will use the Loop Network only in accordance with applicable laws and regulations and the terms of the Agreement, and, with respect to the Loop App, the Loop App terms of service.

2.3 Data Usage.

(a) In the provision of Services, Loop may have access to certain Driver Data, including personal data as defined under applicable laws and regulations (“Personal Data”) of the Drivers. As between Loop and Customer, Driver Data will be owned by Loop and may be used by Loop in accordance with its Privacy Policy and applicable laws and regulations. If Customer also collects Driver Data that includes Personal Data and Customer accepts funding either directly or indirectly from the National Electric Vehicle Infrastructure Formula Program (“NEVI”), Customer agrees that it is solely responsible for complying with NEVI’s requirements to collect, process, and retain only such Personal Data as strictly necessary to provide charging service to Drivers, including information to complete the charging transaction and to provide the location of Customer’s EVSE to the Driver.

(b) Customer may from time to time provide certain Customer Data to Loop. As between Loop and Customer, Customer shall retain ownership of all Customer Data, and shall collect, process, and share Customer Data in accordance with applicable laws and regulations. Customer hereby grants Loop a non-exclusive, royalty-free, fully-paid worldwide license (with the right to sublicense) to access, use, reproduce and create derivative works of the Customer Data to provide the Services and to fulfill Loop obligations under the Agreement. Furthermore, Loop shall have the right to collect and analyze data and other information relating to Customer’s use of the Services and the EVSE and Loop will be free (during and after the Term) to use such information and data in connection with Loop’s development, diagnostic and corrective purposes in connection with the Services and other Company offerings; provided that any disclosure of Customer Data shall be solely in aggregate or other de-identified form such that the identity of Customer cannot be determined by such third parties.

(c) Loop and Customer shall maintain information security programs materially in accordance with industry standards designed to ensure the security and integrity of any Personal Data accessed, processed, or stored by either party.

3. **LOOP EVSE USAGE**

3.1 **Purchase and Installation of Loop EVSE.** Customer shall purchase the Loop EVSE from either a Loop authorized distributor or authorized reseller pursuant to an agreement entered into between Customer and such distributor or reseller. If Customer's purchase of the Loop EVSE is financed by a Loop financing partner, then Customer is also subject to the payment terms and conditions of the agreement entered into between Customer and such financing partner. Installation of the Loop EVSE shall be performed by a third party Installer. The terms relating to the installation, including any warranties relating to the installation services or any equipment provided by Installer as part of installation, shall be pursuant to the terms of the agreement between Customer and Installer. Loop is not responsible for any claims, losses, liabilities, damages, costs or expenses between Customer, on the one hand, and a Loop distributor, reseller, financing partner or Installer, on the other hand or otherwise arising from the acts or omissions of Installer, a Loop distributor, reseller or financing partner.

3.2 **Signage.** Loop will be permitted to display Loop-branded signage identifying the Loop EVSE and any other signage required by applicable laws or as otherwise mutually agreed upon at or in close proximity to the Loop EVSE location at the Site.

3.3 **Uptime and Support.** Loop will maintain uptime for the Loop EVSE and Loop Network and provide Customer with support, in each case in accordance with the Service Level Agreement available at <https://loopglobal.com/loop-service-level-agreement.pdf>.

3.4 **EVSE Warranty.** The Loop EVSE is subject to the Limited Warranty as set forth in Section 8. Except for such Limited Warranty, Loop shall not be responsible or liable for any additional warranties relating to the Loop EVSE, including any such additional warranties that may be set forth in Customer's agreement with either Installer or the applicable distributor or reseller from whom Customer purchased the Loop EVSE.

4. **CUSTOMER RESPONSIBILITIES**

4.1 **Access to Site; Site Conditions.** Customer hereby grants Loop and its subcontractors reasonable access to the Site to support commissioning, activation, and operation of the Loop EVSE, and to provide general support and to perform the Services. Customer shall ensure that the Site, including the portion of the Site whereby the EVSE is installed, is maintained in a clean, safe, and orderly condition. Customer shall promptly notify Loop of any vandalism, malfunction or suspected malfunction of the EVSE or the Loop Network. Customer shall not at any time remove, replace or move the EVSE equipment or other hardware installed by Loop, Installer or their respective subcontractors.

4.2 **Utility and Data Connectivity.** Customer is obligated to pay the electricity costs for the EVSE at the Site and maintain good standing with its electric utility provider throughout the Term. Customer will provide at least 72 hours' notice to Loop of any planned interruption of electricity supplied to the Site of which Customer is aware. Loop is not responsible for any interruption or discontinuance of electrical power for the EVSE, any quality issue with respect to electrical power for the EVSE, or any interruptions, discontinuance or quality issue with access to the Loop Network resulting from the foregoing. Furthermore, if Customer elects to connect the EVSE to Customer's existing Internet network, Customer is solely responsible for arranging Internet connections as necessary to operate the EVSE, and will bear all costs for any such connections or other communication services necessary for the operation of the EVSE.

4.3 **Non-Loop EVSE Usage.** Customer acknowledges that if it uses non-Loop EVSE to connect to the Loop Network, Customer is solely liable for any use of such non-Loop EVSE. Loop shall have no liability for any interruptions, outages, errors, or other issues caused by any non-Loop EVSE or any damages, losses, costs or expenses incurred by Customer in connection therewith. Furthermore, if Customer accepts funding either directly or indirectly from NEVI and connects the Loop Network to a non-Loop EVSE, then Customer shall be responsible for ensuring that such non-Loop EVSE complies with NEVI standards and requirements.

4.4 Grants and Incentives. The term “Incentives” means any EV charging or renewable energy grants, carbon credits, incentives, rebates, or other similar environmental or pollution allowances directly paid out under any present or future law, standard, or program, or directly paid out by a utility or any governmental, regulatory, or administrative authority related to the installation or operation of EV charging stations. The term “Tax Credits” means any EV charging or renewable energy tax credits, tax incentives, carbon credits, tax rebates, or other similar environmental or pollution tax allowances, tax rebates, or tax credits related to the installation or operation of EV charging stations. Customer agrees to sign over the rights to claim any Incentives or Tax Credits to Loop in relation to the operation of the Loop Network for the duration of the Term and will reasonably cooperate with Loop in obtaining all Incentives and Tax Credits.

5. LOOP NETWORK PLANS; FEES; PAYMENT TERMS.

5.1 Loop Network Plans. Loop will configure and operate the Loop Network at the Site in accordance with the applicable Network Type and Network Plan and other options selected by Customer pursuant to the applicable Agreement. If Customer does not make any selection on the applicable Agreement by the Loop Network Access Start Date, Loop will provide the Loop Network pursuant to the default Pay-Per-Use Public Network Type (as defined in the applicable Agreement). Loop reserves the right, in its sole discretion to modify the available Network Plans and related options at any time and such modification will be effective at the commencement of the next Renewal Term for Customer. If a Network Plan or other option selected by Customer is no longer available, Customer shall select a new Network Plan or other option within thirty (30) days prior to the commencement of the next Renewal Term. If Customer fails to do so, Loop will provide the Services pursuant to the Pay-Per-Use Public Network Type.

5.2 Fees; Payment Terms. Each calendar quarter, Loop will bill, collect and disburse all Customer Revenues (as defined in the applicable Agreement) for the previous quarter to Customer. All Network Fees, Transaction Fees, Access Fees and Activation Fees (each as defined in the Agreement) due by Customer to Loop (collectively “Loop Fees”) for the associated Network Plan (as defined in the Agreement) will be automatically deducted from the Customer Revenues payable to Customer; provided, however that if the amount of Customer Revenues is not sufficient to cover the Loop Fees due, then Loop will invoice Customer for the balance of applicable Loop Fees due and Customer will pay such invoice within thirty (30) days of its receipt thereof. If Customer selects the Hybrid Network Plan in combination with the Per Driver option (each as defined in the applicable Agreement), Loop will bill directly to the Driver the fixed monthly Access Fee to have access to the Loop Network.

5.3 Net of Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated, including withholding taxes, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Each Party will be solely responsible for payment of any Taxes, except for those taxes based on the income of the other Party.

5.4 Abandoned Revenues. If Loop is unable to disburse Customer Revenues or any other amounts Loop owes to Customer due to Customer’s failure to provide or maintain accurate contact and/or payment account information, or due to any other Customer action or inaction, Loop will consider such Customer Revenues abandoned and either retain such Customer Revenues for its own account or escheat them in accordance with applicable state law.

6. CONFIDENTIALITY.

6.1 Definition of Confidential Information. As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, any and all information provided by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) or otherwise accessed by the Receiving Party either directly or indirectly, whether in graphic, written, electronic or oral form, identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential regardless of whether it is in tangible form. “Confidential Information” will not include any information that Receiving Party can document (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party) generally available to the public, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without restriction, or (d) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to any such Confidential Information.

6.2 Use and Disclosure of Confidential Information. The Disclosing Party's Confidential Information constitutes valuable trade secrets and proprietary information of the Disclosing Party. Each Receiving Party will (a) hold the Disclosing Party's Confidential Information in strict confidence and take reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), and (b) use the Confidential Information of the Disclosing Party solely in accordance with the provisions of the Agreement; provided that each Receiving Party may disclose the Disclosing Party's Confidential Information (i) to the Receiving Party's employees, officers, directors, consultants, and contractors who have a need to know and are legally bound by written agreements imposing confidentiality and nonuse obligations with respect to such Confidential Information no less restrictive than those set forth in this Section 6, or (ii) as reasonably deemed by the Receiving Party to be required by law (in which case such Receiving Party will provide the Disclosing Party with prior written notification thereof, will provide such the Disclosing Party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure, each to the extent permitted by applicable law). In the event of actual or threatened breach of the provisions of this Section 6, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Receiving Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement.

7. PROPRIETARY RIGHTS.

7.1 EVSE. As between Loop and Customer, Customer owns the EVSE and any Customer-installed wiring connected to the EVSE. If Customer purchased Loop EVSE, Customer may use such Loop EVSE after termination of the Agreement with a third party provider, at its sole discretion; provided, however that Customer is responsible, at its sole cost, for removing all Loop signage related to the Loop Network. If Customer uses any Loop EVSE after termination of the Agreement with a third party provider, then Customer will be solely responsible for compliance with NEVI standards and requirements, if applicable.

7.2 Loop Network Ownership. As between Loop and Customer, Loop retains all rights, title and interest in and to the Loop Network and all intellectual property rights therein. All rights not expressly granted herein are expressly reserved by Loop.

7.3 Feedback. Customer may from time to time provide Loop with suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Loop Network or Services. Loop will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Loop will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

8. LIMITED WARRANTY FOR LOOP EVSE

8.1 Warranty Limitations. This Section 8 sets forth a limited warranty solely for the Loop EVSE that is purchased in new condition by Customer pursuant to Section 3.1. For clarity, this Section 8 will not apply to any third party EVSE, even if used in connection with the Loop Network. Furthermore, this Section 8 only applies to Customers located in the United States and Canada.

8.2 Limited Three-Year Parts Exchange Warranty. Subject to the exclusions from warranty coverage set forth in this Section 8, Loop warrants to Customer that, when used under normal operating conditions, the Loop EVSE will be free from any defects in materials or workmanship for a period of three (3) years from the date of original purchase if such Loop EVSE is a level 2 charging station, or two (2) years from the date of original purchase if such Loop EVSE is a DC fast charging stations (each, as applicable, the "Warranty Period", and such limited warranty, the "Limited Warranty"). Customer has the option to purchase extended warranties prior to EVSE installation from a Loop authorized distributor or reseller, in which case the Limited Warranty will include any additional period covered under the extended warranty purchased by Customer. If, during the applicable Warranty Period, the Loop EVSE becomes defective in breach of the Limited Warranty, Loop will, upon written notice of the defect received during the Warranty Period in accordance with Section 8.3, either repair or replace, at Loop's election, the Loop EVSE. The Limited Warranty covers both parts and factory labor necessary to repair the Loop EVSE, but does not include any on-site labor costs related to un-installing, shipping or reinstalling the repaired or replacement Loop EVSE. The Limited Warranty only applies to Customer as the original purchaser who purchased the Loop EVSE from a Loop authorized distributor or reseller solely for use by Customer. After expiration of the applicable Warranty Period, Customer is solely responsible at its sole cost for any repair or maintenance relating to the Loop EVSE.

Furthermore, if Customer accepts funding either directly or indirectly from NEVI and connects the Loop Network to Loop EVSE after expiration of the applicable Warranty Period for such Loop EVSE, then Customer shall be solely responsible for ensuring that such out of warranty Loop EVSE complies with NEVI standards and requirements.

8.3 Warranty Claims Process. If at any time during the applicable Warranty Period, Customer believes it has a defective Loop EVSE, Customer may contact Loop customer service at 1.888.385.6671 or support@loopglobal.com and request a Return Material Authorization (“RMA”) number from Loop. In connection with such RMA request, Customer will be asked for each of the following:

- (a) A detailed description of the problems Customer is experiencing with the Loop EVSE;
- (b) The model number and serial number of the Loop EVSE;
- (c) Proof of purchase; and
- (d) Shipping information.

If Loop determines that the defective Loop EVSE is covered by the Limited Warranty and the Limited Warranty for such Loop EVSE is still in effect, Customer will be provided a RMA number to reference when returning the defective Loop EVSE for repair or replacement. Customer will ship the defective Loop EVSE to Loop and reference the RMA number in the shipping documentation. The Loop EVSE must be returned in its original shipping container or in another shipping container designed to prevent damage to the Loop EVSE. If Customer’s Loop EVSE is covered by the Limited Warranty, Loop will either repair or replace the defective Loop EVSE at no charge to Customer and ship the repaired or replaced Loop EVSE back to Customer at Loop’s expense.

8.4 Customer Responsibilities. Customer is responsible for the proper installation and maintenance of the Loop EVSE including the un-installing of any defective Loop EVSE, shipping and the installation of the repaired or replacement Loop EVSE returned to Customer. Any service or repairs beyond the scope of the Limited Warranty will be performed upon Customer’s approval at Loop’s then prevailing labor rates and other applicable charges. Any Loop EVSE that is found by Loop to be out of the Limited Warranty or otherwise ineligible for the Limited Warranty service will be returned, repaired or replaced upon Customer’s approval at Loop’s standard charges at Customer’s expense.

8.5 Replacement. Customer acknowledges that replacement parts or replacement Loop EVSE provided by Loop under the Limited Warranty may be remanufactured or reconditioned parts or remanufactured or reconditioned Loop EVSE or, if the exact Loop EVSE is no longer manufactured by Loop, a Loop EVSE with substantially similar functionality (“Replacement Products”). Loop will retain and own all defective Loop EVSE or defective parts sent to Loop for replacement and for which Loop provides a Replacement Product. Any Replacement Products so furnished will be warranted under the Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is later.

8.6 Exclusions from Limited Warranty. The Limited Warranty shall not apply to defects or service repairs resulting from the following:

- (a) Improper Site preparation or maintenance;
- (b) Improper Loop EVSE installation, or cosmetic damage such as scratches and dents, or normal aging.
- (c) Improper maintenance of Loop EVSE accessories, including charging cables, (including but not limited to not replacing such Loop EVSE accessories when recommended or improper installation of the Loop EVSE accessories);
- (d) Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck by a vehicle), or use of the Loop EVSE in a way other than as specified in the applicable Loop documentation.

(e) Damage to the Loop EVSE caused by software, interfacing, parts, supplies or any other product or accessories, including charging cables not supplied by Loop.

(f) Damage as a result of extreme power surge, extreme electromagnetic field or any Force Majeure Event.

Further, the Limited Warranty shall not apply if the original identification markings on the Loop EVSE (for example, serial numbers and trademarks) have been defaced, altered or removed or if the Loop EVSE is used or installed for any purpose other than its intended purpose.

8.7 Exclusive Remedies. The remedies in the Limited Warranty are Customer's sole and exclusive remedies, and Loop's sole and exclusive liability, with respect to any defects or other issues relating to the Loop EVSE.

9. **OTHER REPRESENTATIONS, WARRANTIES AND DISCLAIMER.**

9.1 Representations and Warranties.

(a) Each party represents and warrants to the other party that (i) such party has the required power and authority to enter into the Agreement and to perform its obligations hereunder; (ii) the execution of the Agreement and/or agreement to these Terms and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (iii) the Agreement constitute a legal, valid and binding obligation when signed by both parties and/or when these Terms are agreed to by Customer.

(b) Customer further represents and warrants that it is the owner of the Site or has the right or express written authority to permit the installation of the EVSE and operation of the Loop Network at the Site.

(c) Each party covenants to comply with all applicable laws and regulations in its performance of obligations under the Agreement.

9.2 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SECTION 9.1 AND, IF CUSTOMER PURCHASES LOOP EVSE, IN SECTION 8, THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES SET FORTH IN THE AGREEMENTS BETWEEN CUSTOMER AND EITHER INSTALLER OR A DISTRIBUTOR OR RESELLER FROM WHOM CUSTOMER PURCHASED THE LOOP EVSE. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SECTION 9.1 AND, IF CUSTOMER PURCHASES LOOP EVSE, IN SECTION 8, THE EVSE, THE LOOP NETWORK AND SERVICES ARE PROVIDED "AS-IS" AND LOOP DOES NOT WARRANT THAT THE LOOP NETWORK WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LOOP NETWORK OR SERVICES. FURTHER, IF CUSTOMER ELECTS TO CONNECT EVSE TO CUSTOMER'S EXISTING INTERNET NETWORK, CUSTOMER AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONNECTIVITY ISSUES AND LOOP SHALL NOT BE RESPONSIBLE FOR ANY FINANCIAL LOSSES, REVENUE DEDUCTIONS, REPROGRAMMING COSTS, EQUIPMENT MAINTENANCE OR REPLACEMENT, OR ANY OTHER ISSUES RESULTING FROM OR LEADING TO CONNECTIVITY PROBLEMS WITH THE LOOP NETWORK, INCLUDING BUT NOT LIMITED TO ROUTER COMPLICATIONS, PASSWORD CHANGES, SYSTEM REBOOTS, OR CONNECTION SPEED REDUCTIONS OR LIMITATIONS.

10. **INDEMNIFICATION.**

10.1 Indemnification by Loop. Loop will indemnify, defend and hold harmless Customer against any losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collective, "Damages") incurred by Customer in connection with any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party (a) alleging that the use of the Loop Network as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret or (b) arising out of any violation of applicable laws and regulations by Loop, and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Loop) in connection with any such Claim. If the Loop Network has become,

or in Loop's opinion is likely to become, the subject of any claim of infringement, Loop may at its sole option and expense (i) procure for Customer the right to continue using or the Loop Network as set forth hereunder; (ii) replace or modify the Loop Network to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the Agreement. Notwithstanding the foregoing, Loop will have no obligation under this Section or otherwise with respect to any infringement claim based upon (A) any unauthorized use of the Loop Network or any breach the Agreement (or the terms of service for the Loop App) by Customer, (B) any use of the Loop Network in combination with other products, equipment, or software not provided by Loop, to the extent such claim would not have arisen absent such combination, or (C) any activity after Loop has provided Customer with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Loop Network (clauses (A) through (C), "Excluded Claims"). This Section 10.1 states Loop's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

10.2 Indemnification by Customer. 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 out of (a) the Excluded Claims, (b) any misuse or improper maintenance of the EVSE, (c) Customer's operation of a charging station and Chargers at the Site (other than Claims subject to indemnification by Loop under Section 10.1), including any personal injury (including death) or injury to property caused to persons due to conditions of the Site, or (d) any violation of applicable laws and regulations by Customer.

10.3 Procedure. The indemnified party shall (a) give written notice to the indemnifying party promptly after learning of any third party Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligations to the extent it is materially prejudiced by such failure), (b) tender the defense and settlement of such Claim to the indemnifying party (provided that the indemnifying party may not settle any Claim without the indemnified party's prior written consent, not to be unreasonable withheld), and (c) provide the indemnifying party with reasonable assistance, at the indemnifying party's reasonable expense, in connection with the defense and settlement of such Claim.

11. LIMITATIONS OF LIABILITY.

11.1 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, EXCEPT FOR LIABILITY ARISING FROM (I) CUSTOMER'S BREACH OF SECTION 2.1, (II) EITHER PARTY'S BREACH OF SECTION 6 OR (III) EITHER PARTY'S OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY AND ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE 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 REVENUES PAID BY LOOP TO CUSTOMER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.

11.2 Independent Allocations of Risk. EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12. TERMINATION.

12.1 Term. The Agreement shall commence upon Acceptance Date and continues until expiration or termination of all Network Access Agreements entered into by the Parties, unless earlier terminated pursuant to Section 12.1 below ("Term").

12.2 Termination for Cause. In addition to any other remedies it may have, either party may terminate the Agreement issued hereunder if the other party materially breaches any of the terms or conditions of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice.

12.3 Effect of Expiration or Termination. Upon expiration or termination of the Agreement, (a) all rights granted hereunder and all obligations of Loop to provide the Loop Network will immediately terminate, (b) Customer will immediately cease use of the Loop Network; and (c) each party will return or destroy all copies or other embodiments of the other party's Confidential Information, except that each party may retain one legal archival copy of such Confidential Information for records keeping purpose. Sections 2.1, 2.3, 3.1, 3.3, 4.1, 4.2, 6, 7, 8, 9, 10, 11, 12.3, and 13 will survive expiration or termination of the Agreement.

13. **GENERAL.**

13.1 Assignment. Neither the Agreement nor any right or obligation hereunder may be assigned by Customer without the prior written consent of Loop; provided, however that Customer may, upon written notice to Loop, assign the Agreement in connection with a sale or transfer of the applicable Site at which Services at provided. Any purported transfer or assignment in contravention of the foregoing will be void. Loop may freely assign its rights and duties hereunder. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

13.2 Governing Law. The Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods. Unless waived by Loop in writing for the particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts of California and the parties consent to the jurisdiction of such courts.

13.3 Notice. Any notice, demand, consent or request for consent under the Agreement must be written and sent to the parties at the addresses specified in the applicable Agreement (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand delivery. Notices will be effective (a) if personally served, when served, (b) if by electronic mail, when received at the proper address and confirmed by reply of the recipient, (c) if by facsimile machine when received at the proper address and number, or (d) if mailed, on the fifth (5th) business day after deposit in the mail with air mail postage, prepaid and properly addressed.

13.4 Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the parties regarding the same. In the event of a conflict between the terms of these Terms and a Network Access Agreement, the terms of the Network Access Agreement shall govern but solely with respect to the products or services set forth in such Network Access Agreement.

13.5 Severability. If any provision of the Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

13.6 Relationship Between Parties. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

13.7 No Third Party Beneficiaries. Nothing contained in the Agreement is intended to, or will be construed to, confer upon any third parties any rights or benefits of any kind, and no such third parties will be deemed a third-party beneficiary under the Agreement.

13.8 Remedies. Termination of the Agreement shall not be an exclusive remedy for breach of the Agreement and, whether or not termination is effected, all other remedies will remain available, except where otherwise specified in the Agreement.

13.9 Force Majeure. Without limiting anything herein, neither party shall have any liability for any failure or delay in the performance of its obligations under the Agreement arising out of or caused by any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, war, pandemics, epidemics, earthquake, fire or other natural disasters or acts of God, labor conditions and power (each, a "Force Majeure Event").

13.10 Interpretation. The headings and captions used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement. All uses in the Agreement of “including” and similar terms will be interpreted to mean “including without limitation”.