

SOFTWARE TERMS AND CONDITIONS

These software terms and conditions (this "**Agreement**") are effective as of the date the new account form is completed by the Customer, on the EA website or otherwise (the "**Effective Date**"), and is a binding agreement by and between 621153 NB Ltd. doing business as Electric Avenue Manufacturing, a company incorporated under the federal laws of Canada ("**EA**"), and the party identified in the new account form (the "**Customer**"). The term "Customer" as used in this Agreement refers to you, or your company, firm or entity, your officers, directors, shareholders and employees. EA and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

RECITALS:

- A. Customer has purchased electric charging stations from EA for use in their buildings located at the address stated in the intake form completed by the Customer (the "**Buildings**").
- B. EA has developed an application to permit the Customer and patrons of the Buildings to access, track, and pay for the use of the electric charging stations in the Buildings (the "**SaaS**").
- C. Customer desires to access the SaaS, and EA desires to provide Customer access to the SaaS, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context otherwise requires or unless otherwise defined in the intake form, particular section, exhibit, statement of work, schedule, attachment, or appendix attached to this Agreement, from time to time, all initially capitalized terms used in this Agreement (including the recitals hereto) shall be interpreted in accordance with the definitions provided therefor in Exhibit A.

ARTICLE 2 ACCESS AND USE

2.1 Access to SaaS

- (a) Subject to and conditioned on Customer's payment of Fees and compliance with all of the terms and conditions of this Agreement, EA hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 2.2 and Section 12.11) right to access and use the SaaS during the Term exclusively in the Territory, solely for use by Authorized Users in accordance with the terms and conditions herein. EA shall provide to Customer the necessary passwords and network links or connections to allow Customer (and their End-Users, as applicable) to access the SaaS. The End-Users shall only be permitted to access and use the SaaS if they have agreed to comply with EA's terms and conditions and privacy policy.

2.2 SaaS Access to End-Users

- (a) During the Term, Customer may grant the right to access and use the SaaS to their End-Users exclusively in the Territory, in accordance with the terms and conditions herein. For clarity, the Customer and their End-Users, as applicable, for whom access to the SaaS has been purchased hereunder, are Authorized Users.
- (b) During the configuration and set-up process for the SaaS, the Customer will identify an administrative username and password for Customer and its Authorized Users account(s) with EA. EA shall reserve the right to refuse registration of or cancel usernames and passwords or delete accounts as it deems appropriate. For greater certainty, End-Users (who sign up to use and access the SaaS during the Term) will identify their own administrative username and password upon set-up of their account directly through EA's application.
- (c) Use and access rights are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users.

2.3 Use Restrictions & Requirements

- (a) Customer shall not use the SaaS for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the SaaS or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS, in whole or in part; (iv) remove any proprietary notices

from the SaaS or Documentation; or (v) use the SaaS or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (b) Each Party shall obtain and maintain, where necessary, all licenses, permits and other governmental approvals necessary to permit the purchase, sale, shipment of, and payment for SaaS hereunder and to otherwise permit performance hereunder. Without limiting any of the foregoing, each party warrants, covenants and agrees that it will comply with all applicable Law.

2.4 Reservation of Rights

- (a) EA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the EA IP.
- (b) EA may, in its sole discretion, make any changes to the SaaS that it deems necessary or useful to: (A) maintain or enhance: (i) the quality or delivery of EA's products or SaaS (including the SaaS) to its customers; (ii) the competitive strength of, or market for, EA's products or SaaS; the SaaS' efficiency or performance; (B) comply with applicable Law. EA shall notify the Customer of any such changes as soon as practicable.

2.5 Suspension

Notwithstanding anything to the contrary in this Agreement, EA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SaaS if: (i) EA reasonably determines that: (A) there is a threat or attack on any of the EA IP; (B) Customer's or any Authorized User's use of the EA IP disrupts or poses a security risk to the EA IP or to any other customer or vendor of EA; (C) Customer, or any Authorized User, is using the EA IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EA's provision of the SaaS to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of EA has suspended or terminated EA's access to or use of any third-party SaaS or products required to enable Customer to access the SaaS; or (iii) in accordance with Section 4.1 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). EA shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SaaS following any Service Suspension. EA shall use commercially reasonable efforts to resume providing access to the SaaS as soon as reasonably possible after the event giving rise to the Service Suspension is cured. EA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Personal Information & Aggregated Statistics

- (a) EA shall comply with all applicable Laws in connection with the collection, storage, use, processing and/or disclosure of Personal Information by EA pursuant to its obligations under this Agreement, to the extent applicable to EA in connection with SaaS provided hereunder.
- (b) Notwithstanding anything to the contrary in this Agreement, EA may monitor Customer's, End-Users' or any Authorized Users' use and access of the SaaS and collect and compile Aggregated Statistics. As between EA and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by EA. Customer acknowledges that EA may compile Aggregated Statistics based on Customer Data input into the SaaS. Customer agrees that EA may: (i) make Aggregated Statistics publicly available in compliance with applicable Law; and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law.

ARTICLE 3 CUSTOMER RESPONSIBILITIES

3.1 General

- (a) Customer is responsible and liable for all uses of the SaaS and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall be responsible for securing all EA account passwords (including administrative and user passwords). EA shall not be responsible for any loss of information due to any irresponsible act such as loss of the password by the user.
- (b) Customer shall notify EA of any modifications or changes to its products or applications that affect EA's provision for the SaaS and, if applicable, provide instructions / assistance to EA to ensure that the SaaS may still be provided as contemplated herein.
- (c) Each Authorized User shall agree to abide by the terms and conditions of EA's end-user terms, which may be amended, from time to time, without notice to the Customer. Customer shall immediately notify EA of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation.

- (d) During the Term: (i) Customer will not enter into an agreement of any kind with any third party in respect of, or market, sell or distribute any SaaS that use location technology to provide a verified dispatchable address; (ii) Customer and its respective officers, principals, employees and affiliates, shall not, directly or indirectly, design, develop, manufacture, license, assemble, import, sell, or distribute EA methodology or Technology, without EA's express prior written consent.

ARTICLE 4 FEES AND PAYMENT

4.1 Fees

For consideration of Customer's right to access and use the SaaS as set forth in this Agreement, Customer shall pay EA the Fees as set forth in Exhibit B without off-set or deduction. Customer shall make all payments hereunder in their country's currency (CAD for Canadian Customers, USD for US Customers) on or before the beginning of the Term. If Customer fails to make any payment when due, without limiting EA's other rights and remedies: (i) EA may charge interest on the past due amount at the rate of five percent (5%) per annum or, if lower, the maximum amount permitted under applicable Law; (ii) Customer shall reimburse EA for all costs incurred by EA in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for ninety (90) days or more, EA may suspend Customer's and its Authorized Users' access to any portion or all of the SaaS until such amounts are paid in full.

4.2 Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for collecting and paying all applicable taxes, duties, and charges of any kind whatsoever imposed by any governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on EA's income.

ARTICLE 5 CONFIDENTIAL INFORMATION

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, *provided that* the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

ARTICLE 6 INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

6.1 EA IP

Customer acknowledges that, as between Customer and EA, EA owns all right, title, and interest, including all intellectual property rights, in and to the EA IP.

6.2 Customer Data

EA acknowledges that, as between EA and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to EA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EA to provide the SaaS to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

6.3 Feedback

If any Authorized User sends or transmits any communications or materials to EA by mail, email, telephone, or otherwise, suggesting or recommending changes to the EA IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to EA on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in, and EA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EA is not required to use any Feedback.

ARTICLE 7 LIMITED WARRANTY AND WARRANTY DISCLAIMER

- (a) When accessed and used in accordance with the Documentation, EA warrants that the SaaS will conform in all material respects to descriptions set forth in such Documentation. EA does not make any representations or guarantees regarding uptime or availability of the SaaS. THE FOREGOING WARRANTY DOES NOT APPLY, AND EA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7(a), THE EA IP IS PROVIDED "AS IS" AND EA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7(a), EA MAKES NO WARRANTY OF ANY KIND THAT THE EA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SAAS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

ARTICLE 8 INDEMNIFICATION

8.1 EA Indemnification

- (a) EA shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SaaS, or any use of the SaaS in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, *provided that* Customer promptly notifies EA in writing of the claim, cooperates with EA, and allows EA sole authority to control the defense and settlement of such claim.
- (b) If such a claim is made or appears possible, Customer agrees to permit EA, at EA's sole discretion, to: (A) modify or replace the SaaS, or component or part thereof, to make it non-infringing; or (B) obtain the right for Customer to continue use. If EA determines that neither alternative is reasonably available, EA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- (c) This Section 8.1(c) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS in combination with data, software, hardware, equipment, or technology not provided by EA or authorized by EA in writing; (B) modifications to the SaaS not made by EA; (C) Customer Data; or (D) Third-Party Products.

8.2 Customer Indemnification

- (a) Customer shall indemnify, hold harmless, and, at EA's option, defend EA from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's, excluding End-Users, (i) negligence or willful misconduct; (ii) use of the SaaS in a manner not authorized by this Agreement; (iii) use of the SaaS in combination with data, software, hardware, equipment or technology not provided by EA or authorized by EA in writing; or (iv) modifications to the SaaS not made by EA, *provided that* Customer may not settle any Third-Party Claim against EA unless EA consents to such settlement, and *further provided that* EA will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.
- (b) **Sole Remedy**

THIS ARTICLE 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL EA'S

LIABILITY UNDER THIS ARTICLE 8 EXCEED THE AMOUNTS PAID TO EA UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT).

ARTICLE 9 LIMITATIONS OF LIABILITY

IN NO EVENT WILL EA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SAAS, IN EACH CASE REGARDLESS OF WHETHER EA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO EA UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT).

ARTICLE 10 INSURANCE

Customer and EA shall mutually and separately, at their own expense, maintain in force policies of insurance with reputable insurers sufficient in coverage and amounts to secure its obligations and potential liabilities. Such insurance shall be in form and substance reasonably satisfactory to each Party, and in any event shall include commercial general liability insurance with policy limits of at least Five Hundred Thousand Dollars (\$500,000.00) each occurrence for bodily injury, Five Hundred Thousand Dollars (\$500,000.00) each occurrence for damage to property, or, alternatively, Five Hundred Thousand (\$500,000.00) combined single limit each occurrence for injury and property damage combined. At either Party's request, a Party shall provide certificates satisfactory to the other Party evidencing such insurance and copies of such insurance policies.

ARTICLE 11 TERM AND TERMINATION

11.1 Term

The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the "**Initial Subscription Term**"). At the end of the Initial Subscription Term, this Agreement will automatically renew for successive one-year terms unless earlier terminated pursuant to this Agreement's express provisions or EA gives the Customer written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Subscription Term**" and together with the Initial Subscription Term, the "**Term**").

11.2 Termination

In addition to any other express termination right set forth in this Agreement:

- (a) EA may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ninety (90) days after EA's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2.3 or Article 5;
- (b) Customer shall have the right to terminate this Agreement for convenience at any time, and from time to time, by providing written Notice in accordance with section 12.4. For clarity, no expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination (including the Revenue Share Fee), or entitle Customer to any refund for any Fees (including any prepaid Annual Subscription Fee);
- (c) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (d) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, liquidator or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Expiration or Termination

Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the EA IP and, without limiting Customer's obligations under Article 5, Customer shall delete, destroy, or return all copies of the EA IP and certify in writing to the EA that the EA IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination (including the Revenue Share Fee), or entitle Customer to any refund for any Fees (including any prepaid Annual Subscription Fee), and EA shall be entitled to reimbursement for any attorneys' fees that it may incur in collecting or enforcing payment of such obligations.

11.4 Survival

This Section 11.4 and Article 1, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, and Article 12 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Entire Agreement

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

12.2 Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by arbitration. There shall be three (3) Arbitrators which shall be appointed by EA. The venue of arbitration shall be Halifax, Nova Scotia, Canada. The Arbitrators' decision shall be final and will be binding on both Parties.

12.3 Order of Precedence

In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference (either entered into as of the Effective Date or after the Effective Date), the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

12.4 Notices

All notices, requests, demands or other communications required or permitted to be given by one Party to another under this Agreement (each, a "Notice" and the requirement to "Notify", respectively) shall be given in writing and delivered by email as follows:

If to EA: E-Mail: support@goelectriccave.com

If to the Customer: Customer contact person and contact information as indicated in the new account form

or at such other address or facsimile number or e-mail address at which the addressee may from time to time Notify the addressor.

12.5 Independent Contractors

The relationship between the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to create a joint venture, partnership, master-servant or agency relationship between the Parties. Neither Party has any right, power or authority to create any obligation or responsibility, express or implied, on behalf of the other.

12.6 Force Majeure

In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, epidemics, pandemics, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.7 Amendments and Modifications

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

12.8 Waiver

No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9 Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.10 Governing Law

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Nova Scotia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Nova Scotia.

12.11 Assignment

Customer may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of EA, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

12.12 Equitable Relief

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Article 5 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12.13 Non-Exclusive Remedies

The rights and remedies set forth in this Agreement are neither exclusive nor mutually exclusive, and subject to the limitation of liability provisions in this Agreement, the Parties shall be entitled to any and all such remedies, and any and all other remedies that may be available to the Parties at law or in equity, by statute or otherwise, individually or in any combination thereof.

12.14 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Exhibit A

- (a) **"Aggregated Statistics"** means data and information related to Customer's, End-Users' or any Authorized Users' use and access of the SaaS that is used by EA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS.
- (b) **"Annual Subscription Fee"** has the meaning set forth in Exhibit B.
- (c) **"Authorized User"** means Customer's employees, consultants, contractors, agents, and End-Users: (i) who are authorized by Customer to access and use the SaaS under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the SaaS has been purchased hereunder.
- (d) **"Buildings"** has the meaning set forth in Recital A.
- (e) **"Confidential Information"** has the meaning set forth in Article 5.
- (f) **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SaaS.
- (g) **"Documentation"** means EA's user manuals, handbooks, and guides relating to the SaaS provided by EA to Customer either electronically or in hard copy form/end user documentation relating to the SaaS.
- (h) **"EA IP"** means any and all copyrights, copyright registrations and applications therefore, moral rights, patents, patent applications, trade-marks, trade-mark registrations and applications thereof, industrial designs, industrial design applications, inventions, processes, trade secrets, integrated circuit topographies and integrated circuit topography applications and other industrial or intellectual property anywhere in the world, whether or not registered or registrable, owed or developed by EA, including the SaaS, Documentation, Existing EA Technology, Resultant Technology, Feedback and any and all intellectual property provided to Customer, End-User or any Authorized User in connection with the foregoing, and all derivative works thereof. For the avoidance of doubt, EA IP includes Aggregated Statistics and any information, data, or other content derived from EA's monitoring of Customer's access to or use of the SaaS, but does not include Customer Data.
- (i) **"End-Users"** means the ultimate end-users of the SaaS, being the persons who access and use the electronic charging stations in the Buildings via the SaaS.
- (j) **"End-User Revenue"** has the meaning set forth in Exhibit B.
- (k) **"Existing EA Technology"** means any and all Technology of EA existing on the date of this Agreement or independently developed by EA outside of this Agreement and any improvements to or derivatives thereof, including without limitation the patents and patent applications.
- (l) **"Feedback"** has the meaning set forth in Section 6.3.
- (m) **"Fees"** means the Annual Subscription Fee and Revenue Share Fee, as described in Exhibit B.
- (n) **"including", "includes" or "include"** means "including without limitation" or "includes without limitation".
- (o) **"Initial Subscription Term"** has the meaning set forth in Section 11.1.
- (p) **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (q) **"Losses"** has the meaning set forth in Section 8.1(a).
- (r) **"Notice"** has the meaning set forth in Section 12.4.
- (s) **"Personal Information"** means information that is personally identifiable information that can be used to identify a natural person.
- (t) **"Rate Card"** means EA's list of fees/costs/expenses for services rendered under this Agreement or otherwise, as amended from time to time, in EA's sole discretion.

- (u) **"Resultant Technology"** means any and all Technology including improvements to and new applications and/or uses for Existing EA Technology that are conceived, created, developed, made, first used or first reduced to practice under this Agreement, and are not Existing EA Technology.
- (v) **"Renewal Subscription Term"** has the meaning set forth in Section 11.1.
- (w) **"Revenue Share Fee"** has the meaning set forth in Exhibit B.
- (x) **"SaaS"** has the meaning set forth in Recital B.
- (y) **"Service Suspension"** has the meaning set forth in Section 2.5.
- (z) **"Technology"** means and includes conceptions, inventions, processes, designs, machines, prototypes, manufactures, compositions of matter, improvements, drawings, plans, specifications, methods, techniques, systems, mask works, software, algorithms, compositions, compilations, documentation, data and information (whether in human or machine-readable form), works of authorship, and products, whether or not patentable, copyrightable, or susceptible to any other form of protection.
- (aa) **"Term"** has the meaning set forth in Section 11.1.
- (bb) **"Territory"** means the the country in which the customer resides and operates, either Canada or United States of America.
- (cc) **"Third-Party Claim"** has the meaning set forth in Section 8.1(a).
- (dd) **"Third-Party Products"** means any third-party products provided with or incorporated into the SaaS.

Exhibit B

Capitalized terms used but not defined in this Exhibit B have the meaning given to those terms in the Agreement.

FEES:

During the Term, the Fees payable by Customer to EA for the access and use of the SaaS as set forth in this Agreement are as follows:

- (a) an annual SaaS subscription fee of as set out in EA's then current Price File (the "**Annual Subscription Fee**") due and payable on the first day of the Initial Subscription Term and, if applicable, thereafter on the first day of each successive Renewal Subscription Term; and
- (b) a monthly revenue share fee (the "**Revenue Share Fee**") of 12.5% of all monthly revenue generated from End-Users' access and use of the SaaS at the Buildings (the "**End-User Revenue**"), due and payable on the 15th day of the month following the month in which the applicable End-User Revenue was collected. For clarity, the Customer's obligation to pay this Revenue Share Fee shall survive the termination or expiration of this Agreement.

As it relates to (b) above, EA shall provide a monthly report to the Customer that sets forth all End-User use and access of the SaaS at the Buildings, including the monthly End-User Revenue for such month, and deposit an amount equal to the month's End-User Revenue less the Revenue Share Fee in the Customer's account on the 15th day of the month following the month in which the applicable End-User Revenue was collected. End-User Revenue payouts will be initiated when the cumulative amount accrued in the Customer's account reaches a minimum balance of \$25.00 in their country's currency (CAD for Canadian customers, USD for US Customers.) As described above, the remaining Revenue Share Fee shall be on account of EA and be used by EA to cover payment processing costs in their sole discretion.

For clarity, Customer will be responsible for pricing the access and use of such SaaS to their End-Users in the Buildings. Notwithstanding the forgoing or anything contained herein, EA shall be permitted to directly, and without notice to the Customer, refund an End-User for any End-User Revenue collected in error or for any other commercially reasonable reason as determined in its sole discretion.