

Voltpost Electric Vehicle Chargers: Site Owner Agreement

This Electric Vehicle Charging Station Site Owner Agreement (this “Agreement”), dated as of the effective date set forth on the signature page hereto (the “Effective Date”), is entered into by and between Voltpost, Inc. (Voltpost) a Delaware corporation having its principal place of business at 575 5th Ave, Floor 14, New York, NY 10017 (“Voltpost”), and the Site Owner identified on the signature page hereto (“Site Owner”). Voltpost and Site Owner are each a “Party” to this Agreement and together are the “Parties.”

This Agreement sets out the general terms and conditions under which Voltpost may install, operate, and maintain Electric Vehicle Charging Stations (“Stations”) at one or more locations owned or controlled by the Site Owner (“Sites”). The specific Sites and corresponding Stations covered by this Agreement shall be identified in Appendix A (Sites and Chargers), which may be updated from time to time by mutual written agreement of the parties to add additional Sites and/or Stations. Each Site and Station added to Appendix A shall be subject to the terms and conditions of this Agreement without the need for further amendment.

Background

The Site Owner seeks to host Voltpost Stations installed at the Site(s).

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. The parties acknowledge that this Agreement does not have a fixed overall term and is intended to serve as a master agreement governing the installation and operation of Stations at multiple Sites over time.
2. **Term of Stations.** The term applicable to each Station (the “Station Term”) shall commence on the date such Station is installed and commissioned at the applicable Site and shall continue for the duration specified in Appendix A with respect to that Station, unless earlier terminated in accordance with this Agreement. Each Station Term shall be independent of the term applicable to any other Station installed under this Agreement.
3. **Equipment.** Voltpost (or its designated subcontractor) will install Voltpost Chargers (each a “Station” and together, the “Stations”) on the Site(s) identified in Appendix A. A product specification sheet for the Station is provided in the attached Appendix B.
4. **Access to Site and Station(s).** During the Term, Site Owner shall provide Voltpost and its employees, agents, and subcontractors with all requested access to the Site and Stations for make-ready work, installation, maintenance, data collection, and other uses consistent with this Agreement. If requested, Voltpost will attempt to give Site Owner at

least 48 hours' prior notice before entering the Site; however, factors outside Voltpost's control may not always permit such prior notice. Voltpost will not be responsible for any delays related to Site Owner's failure to comply with any of its obligations hereunder.

5. **Access to Information.** Site Owner acknowledges that Voltpost will be collecting Station usage data, including charge event information, such as utilization rate, energy dispensed, charger uptime, duration of the plug-in event, duration of the charging period, and other anonymized data (collectively, "Data"). Site Owner acknowledges that the Data may be used by Voltpost for any lawful purpose, including, without limitation, analyzing usage, charging patterns, and the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles. Site Owner hereby expressly grants Voltpost rights to the Data as described in this paragraph.
6. **Revenue Share.** Voltpost agrees to pay the Site Owner a revenue share equal to five percent (5%) of revenue generated by each charger. Revenue share will accrue beginning on the Effective Date of each charger and will be calculated annually in arrears. Notwithstanding differing Effective Dates among chargers, Voltpost will make a single consolidated payment to the Site Owner once per calendar year covering all chargers, with each charger's revenue share calculated from its respective Effective Date through the applicable annual reporting period.
7. **Maintenance.** During the Term, Voltpost shall be responsible for maintaining the Stations in good working order. Such repair and maintenance shall be at Voltpost's cost and expense, except if the need for the repairs and maintenance arises out of the negligence, intentional misconduct or other fault of Site Owner or its employees, agents, contractors, or invitees, in which event Site Owner shall reimburse Voltpost for the cost of such maintenance and/or repair within thirty (30) days after Voltpost's written request for reimbursement.
8. **Publicity.** Site Owner shall provide Voltpost unlimited rights to take, use, and publish photographs of the Stations and Host Site, which may be included on printed materials or posted on websites or social media.
9. **Property Rights.** Any lamppost or pole installed by Voltpost on the Site is and will be the property of the Site Owner during and after the Term of this Agreement. Voltpost will provide all reasonably requested information pertaining to such lampposts or poles, including to assist Site Owner in calculating the value of such improvement to the Site. Stations are and will remain the property of Voltpost at all times.

Additional Deployment Method – Voltpost-Owned Pole. In certain deployments, Voltpost may install a new pole located near and then electrically connected to an existing utility-owned pole for the purpose of supporting the Stations and other equipment. In such instances, notwithstanding the foregoing, the newly installed pole

shall remain the property of Voltpost and shall be operated and maintained by Voltpost for the duration of the Term. Upon expiration or termination of this Agreement, Voltpost shall remove such pole at Voltpost's expense if requested by the Site Owner or applicable authority.

10. **Restrictions.** The Stations may not be sold, retired, disposed of, removed, or moved from their place of installation during the Term, without the prior written consent of Voltpost. Site Owner will not cause or permit the filing of any security interest, lien, or other encumbrance against the Stations and shall offer Voltpost all reasonably requested assistance in connection with obtaining the release or satisfaction of any such interest, lien, or encumbrance. Site Owner will not, and will not permit any third party to: (a) remove any product identification markings, serial numbers, proprietary markings, branding, safety notices or legal notices from Technology or any support material or alter or remove any branding on Technology; (b) use Stations for any purpose other than that for which they were designed; (c) attempt to repair, maintain, modify or service Stations except with Voltpost's express prior written consent; or (d) use Stations other than in accordance with this Agreement and in compliance with all applicable laws and regulations.
11. **Transfer of Change in Ownership or Control.** Site Owner will provide Voltpost prompt, prior, written notice of any actual, intended or pending transfer or change in ownership or control of any Host Site(s) and will offer Voltpost all reasonably requested assistance in connection with assigning this Agreement and all applicable purchase orders (or other ordering documentation) to the relevant party/parties controlling the Host Site(s) subsequent to the consummation of such transaction. If such assignment cannot be completed, this Agreement may be terminated by Voltpost with reasonable written notice to Site Owner, subject to all applicable provisions hereof.
12. **Insurance.** For the period commencing on the Effective Date until at least one year subsequent to the expiration of the last Least Term hereunder, each of Voltpost and Host shall, at a minimum, maintain such types and levels of insurance that are required by applicable law.
13. **Limitation of Liability.** In no event will either party be liable to the other party hereto or any third party for any use loss of use, revenue, or profit or loss of data, or for any consequential, indirect, incidental, special, or exemplary whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
14. **Indemnification:** Except to the extent caused by any negligence or willful misconduct of Site Owner, Voltpost hereby agrees to indemnify, hold harmless and defend the

Premises, Site Owner, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Voltpost's use of the Premises. Voltpost shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for Voltpost at or for use on the Premises.

15. Costs – Provision of Electricity

For each Site, responsibility for the provision and cost of electricity associated with the Stations shall apply as follows, depending on the party that is the account holder with the applicable electricity utility:

(a) Site Owner as Utility Account Holder.

Where the Site Owner is the account holder with the applicable electricity utility, Site Owner shall be responsible for the cost of electricity associated with the Stations. Voltpost shall reimburse Site Owner for the cost of electricity used to charge electric vehicles using the Stations on an annual or quarterly basis, using the charging Data collected by Voltpost to determine kWhs consumed by the Stations. Site Owner will provide written confirmation of the cost of the electricity. Voltpost can and will retain any revenue or payments associated with the operation of the Stations, including charging fees, and to the extent applicable, participation in any funding or grant program or electrical utility or similar program. Neither party will set off or withhold any amounts due to the other party hereunder. Site Owner and Voltpost will address any disputed invoices in good faith.

(b) Voltpost as Utility Account Holder.

Where Voltpost arranges for the installation of a new electricity supply and provision of any applicable utility metering, Voltpost will be the account holder and pay for the electricity directly without any reference to the Site Owner. Upon termination of the contract, Voltpost will arrange for any metering to be removed by the applicable utility company and the account terminated.

16. Tariffs. Costs to drivers. Voltpost shall be responsible for setting the tariffs charged to drivers for use of the charging equipment. Voltpost will notify the Site Host of changes to the tariffs.

17. Public Use. Site Owner shall provide public access to the Stations during the Site's normal operating hours ("Public Access Times"). During Public Access Times, any member of the public may use the Stations to charge electric vehicles.

18. Site Owner Responsibilities. Site Owner shall use reasonable efforts to: keep public areas, streets and sidewalks appurtenant to any Sites reasonably free of debris and rubbish, in good repair and condition, and keep rights-of-way and vehicle approaches

freely passable; shall cause the Site to be in compliance with all lighting, accessibility-compliance features (such as curb cuts or accessible-parking space designation) as required by any applicable codes and statutes; take commercially reasonable efforts to designate the relevant parking space as 'Electric Vehicles Only'.

19. Failure to Comply with Terms. If the Site Owner fails to comply with any term in this Agreement, Voltpost shall provide a written notice requesting that the Site Owner address the issue to comply with the Agreement terms. If the Site Owner is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from Voltpost, Voltpost reserves the right to terminate this Agreement. In connection with any other termination of this Agreement for any reason, Voltpost reserves the right to repossess the Stations provided. Site Owner will offer Voltpost all reasonably requested assistance in connection with the foregoing.

20. Station Term Expiration. Upon the expiration of each Station's Term, unless terminated earlier, the Station Term shall renew on an annual basis until terminated. Either party may terminate this Agreement by delivering to the other party a written notice of termination at any time after the expiration of the Initial Term.

Upon the termination of this Agreement, any Stations installed by Voltpost shall remain the property of Voltpost, unless otherwise expressly agreed in writing. After ninety (90) days following such expiration or termination, Site Owner shall have the right to have the equipment removed, if Voltpost fails to do so, and Voltpost shall bear the reasonable cost of removing the stations.

21. Additional Sites and/or Stations. Additional Sites and/or Stations may be added under this Agreement at any time by updating Appendix A, including electronically, to reflect the applicable Site, number, and type of Stations, installation date, and Station Term. Each such addition shall be deemed incorporated into and governed by this Agreement as of the applicable installation date.

22. No Amendment or Modification. No modification, amendment, or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by Voltpost and the Site Owner. No clickwrap, browse-wrap, or similar agreement will modify this Agreement.

23. Waiver. No waiver hereunder shall be binding unless executed in writing by a duly authorized representative of the party to be bound thereby. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege. Except as otherwise expressly set forth herein, all remedies, rights, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them, nor the exercise or failure to exercise

any of them, will be in limitation of any other remedy, right, undertaking, obligation, or agreement of either party.

24. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Connecticut without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, State of Connecticut, and federal laws and regulations.
25. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party.
26. **Force Majeure.** Any delays in, or failure of, performance or delivery by either party shall not constitute a breach hereunder to the extent they result from circumstances beyond that party's reasonable control (each an "FMJ"); provided that the affected party give the non-affected party prompt reasonable notice of such FMJ, use commercially reasonable efforts to mitigate such FMJ's impacts, and promptly return to performance hereunder thereafter. If any FMJ lasts for more than thirty (30) days, the non-affected party may terminate this Agreement or any affected POs on thirty (30) days' notice to the affected party, provided that such FMJ does not cease, is not mitigated or otherwise abates in such thirty (30) day period.
27. **Miscellaneous.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other document, this Agreement shall prevail. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party may contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and there are no third-party beneficiaries hereto. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall constitute one and the same instrument. The captions and section headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. Each party has had the opportunity to have its legal counsel review this Agreement and has done so to the extent desired. References to Sections and Exhibits are to Sections and Exhibits of this Agreement unless otherwise specified. Whenever the words "include," "includes," or "including" are used, they are deemed to be followed by the words "without limitation." The word "or" is not exclusive but shall mean "and/or." All references to monetary amounts hereunder shall be in US Dollars. The construction of this Agreement shall not take into consideration the party who drafted or whose representative drafted any portion of this Agreement, and no canon of construction shall be applied that resolves ambiguities against the drafter of a document. This Agreement (including documents incorporated herein by reference) constitutes the entire agreement

of the parties hereto and supersedes any prior written or oral agreements with respect to the subject matter hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the greatest extent possible, any invalid provision shall be automatically deemed modified to the least extent necessary to render it a valid provision which most closely approximates the intent and effect of the invalid provision and, together with all other provisions of this Agreement, shall continue in full force and effect. Any provisions of this Agreement that expressly continue or are intended to operate after the term of this Agreement shall survive the termination or expiration of this Agreement for any reason.

[Remainder of page intentionally left blank. Signature page to follow.]



Voltpost, Inc.
575 5th Ave, Floor 14
New York, NY 10017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VOLTPOST, INC.

Site Owner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Site Owner Entity
Name:

Contact Address:

Phone Number:

Email Address:

Appendix A

Site Location, Numbers of Chargers & Term Lengths

Site 1: Station Term is three (3) years from the installation date
Address: Alling Golf Course - 35 Eastern Street, New Haven, CT 06513
2 Votpost Air Dual Port Chargers

Site 2: Station Term is three (3) years from the installation date
Address: Bowen Field - 399 Munson Street, New Haven, CT 06511
Votpost Air Dual Port Charger

Site 3: Station Term is three (3) years from the installation date
Address: East Shore Park - 29 Woodward Avenue, New Haven, CT 06512
Votpost Air Single Port Charger

Site 4: Station Term is three (3) years from the installation date
Address: Edgewood Park - 836 Whalley Avenue, New Haven, CT 06515
Votpost Air Dual Port Charger

Site 5: Station Term is three (3) years from the installation date
Address: Wilson Library - 303 Washington Avenue, New Haven, CT 06519
Votpost Air Single Port Charger

Site 6: Station Term is three (3) years from the installation date
Address: On Street – 81 Church St, New Haven, CT 06510
Votpost Air Single Port Charger

Site 7: Station Term is three (3) years from the installation date
Address: On Street – 848 Chapel St, New Haven, CT 06510
Votpost Air Single Port Charger

Appendix B

Voltpost Charger Specification Sheet

Voltpost Air Key Specifications



General

Model	Voltpost Air
Dimensions	28.5 in (h) x 12.64 in (w) x 12.25 in (d)
Weight	33 lbs
Mounting	Use 5068-050x Mounting Frame
Vehicle Connectors	SAE J1772 available, SAE J3400 coming soon

Power Specifications

Input/Output Voltage	208-240 VAC, 50/60 Hz, single phase
Current Rated	40/30A per charger, switchable
Power	9.6 kW per charger at 240V, 40A

Safety & Compliance

Safety	IEC/UL/CSA UL 2594:2016, CSA C22.2 No. 280:2016 (Supplemented by: UL 2231-1: 2012/ R:2016-08, UL 2231-2:2012/ R:2016-08, CSA C22.2 No. 281.1:2012/ U:2016-08, CSA C22.2 No. 281.2:2012/ U:2016-08), NEC Article 625, SAE J1772
EMC	FCC Part 15 Class A, Canadian ICES-003
Surge Protection	6KV @3000A
Ground Fault	Internal 20MA CCID with auto re-closure
Accessibility	Meets ADA and OSHA standards; 25-foot cable

Communication

Host	4G Cellular Gateway Module
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Environmental

Operating Temperature	-22°F to 122°F (-30°C to 50°C)
Operating Humidity	Up to 95% non-condensing
Enclosure Rating	NEMA 3R

This specification is provided as is, and is subject to change without notice or notification.

Designed and manufactured in the USA.