

March 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	2	3	4	5
6	7	8	9 PLANNING COMMISSION 7:00 CAUCUS 6:45	10	11	12
13 <i>DAYLIGHT SAVING TIME BEGINS</i>	14 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 FAIR HOUSING 5:30 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	16	17 <i>ST. PATRICK'S DAY</i>	18	19
20	21	22	23	24 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	25	26
27	28	29 RECREATION BOARD 6:00	30	31		

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

April 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	6 PLANNING COMMISSION 7:00 CAUCUS 6:45	7	8	9
10	11 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	12	13	14	15	16
17 <i>EASTER SUNDAY</i>	18	19 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	20	21	22	23
24	25	26 RECREATION BOARD 6:00	27	28 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	29	30

**NORTH ROYALTON CITY COUNCIL
A G E N D A
MARCH 15, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: March 1, 2022.
 - b. Authorize the Mayor and City Engineer to advertise for bids for the North Royalton Baseball Field Lighting Upgrade Phase 3.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Wos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

THIRD READING CONSIDERATION

1. **21-78 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. First reading April 20, 2021. Second reading May 4, 2021.**

SECOND READING CONSIDERATION

1. **22-47 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1248 IMPROVEMENTS, SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL AND SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS, AND DECLARING AN EMERGENCY. First reading March 1, 2022 and referred to Building and Building Codes Committee.**

FIRST READING CONSIDERATION

- * 1. **22-49** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF NANCY MACEYKO.
 2. **22-50** - AN ORDINANCE AMENDING ORDINANCE 22-45 AUTHORIZING THE RECEIPT FOR DONATIONS/FUNDS FOR THE NORTH ROYALTON CITY SPONSORED EVENTS BY SPECIFYING AN ADDITIONAL CITY SPONSORED EVENT, COMMUNITY FESTIVAL FIREWORKS DISPLAY, AND DECLARING AN EMERGENCY.
 3. **22-51** - AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO HAVE PLANS, SPECIFICATIONS, ESTIMATES OF COST AND PROFILES PREPARED FOR THE INSTALLATION OF SANITARY SEWERS ON YORK ROAD FROM ADDRESSES 10725 YORK ROAD AND 10634 YORK ROAD (SOUTH; EAST AND WEST SIDE OF YORK ROAD) TO ADDRESSES 10505 YORK ROAD AND 10498 YORK ROAD (NORTH; EAST AND WEST SIDE OF YORK ROAD) PPN'S 482-15-024, 481-24-024, 482-15-022, 482-15-008, 481-24-023, 481-24-022, 482-15-028, 482-15-029, 481-24-006, 482-15-006, AND 481-24-005 IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 4. **22-52** - AN ORDINANCE AMENDING ORDINANCE 21-175 AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BEREA FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE TERM OF THREE MONTHS, BY EXTENDING THE AGREEMENT AN ADDITIONAL THREE MONTHS, AND DECLARING AN EMERGENCY.
 5. **22-53** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21 AND 22-34 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
 6. **22-54** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHARGEPOINT, INC. FOR THE OPERATION, MAINTENANCE AND ADMINISTRATION OF AN ELECTRICAL CHARGING STATION LOCATED AT NORTH ROYALTON CITY HALL, AND DECLARING AN EMERGENCY.
 7. **22-55** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK SAFETY FOR FLOCK FALCON CAMERAS, INSTALLATION AND PROFESSIONAL SERVICES FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$41,250.00, WITH AN ANNUAL PROFESSIONAL SERVICES COST OF \$37,500.00.00, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor hereinafter "Royalton" and the City of Berea, Ohio, Lessee hereinafter "Berea" for the extension of jail housing and ancillary services.

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Berea seeks to lease one (1) jail cell bed on an exclusive basis for its own purposes,

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Berea and Berea agrees to lease from Royalton one (1) jail cell bed in the North Royalton Municipal Jail for Berea's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for three (3) months from April 1, 2022 at 12:00AM through June 30, 2022 at 11:59PM;
- 3) This lease shall NOT renew automatically but may be renewed by mutual agreement;
- 4) In consideration for this lease Berea shall pay to Royalton the sum of Fourteen Thousand Dollars (\$14,000.00) payable monthly in three equal installments in advance on the first day of each month without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed to be assigned for Berea's use which may and will change from day to day as may be determined by Royalton to conform to the efficient operation of the jail within the sole discretion of Royalton;

- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Berea prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Berea prisoners shall be billed separately to Berea, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Berea;
- 9) Royalton will provide all required booking and processing of Berea prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Berea Municipal Court subject to the technical limitations of the service and equipment;
- 10) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Berea;
- 11) Berea shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;
- 12) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others;
- 13) Royalton agrees to offer Berea a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Berea at the then current daily rate for non-exclusive cell bed availability;
- 14) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about August 31st of each lease year in order to allow for lessee to properly budget for its purpose;
- 15) This lease shall terminate at 11:59 PM on June 30, 2022;
- 16) Royalton will make every reasonable effort to fulfill its commitments herein however, notwithstanding any other provision, Royalton reserves the right during any declared emergency or unforeseen calamity to

temporarily suspend this lease in order to respond to the then-prevailing conditions;

- 17) Berea agrees to add Royalton as an additional insured on its municipal liability insurance policy for any and all claims made by, for or on behalf of any of its prisoners while in the custody of Royalton in the sum of two million dollars per incident and to provide evidence thereof to Royalton prior to the commencement of the lease;
- 18) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

The parties identified below affirm that they are authorized to execute this agreement by Ordinance duly enacted by their respective legislative authorities or are possessed of independent authority by their governmental agency.

Mayor Larry Antoskiewicz
City of North Royalton
Lessor

Date

Mayor Cyril Kleem
City of Berea
Lessee

Date

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____

Barb Jones, Law Director
City of Berea

City of North Royalton
2022 Budget Amendment Detail - Proposed Budget Amendment 3/15/2022 - Finance Committee/Council Meeting

Fund	Department	Budget Category	Amendments this Ordinance			Total 2022 Appropriations	Reason for Change
General Fund #101	Cemetery	Contractual Services	\$	235	A	\$ 32,185	Monies needed for Estimated Remaining 2022 Electric Expenditures. The 2022 Proposed Budget Figure did not accommodate actual 2021 expenditures, so this amendment is being made to accommodate estimated 2022 expenditures based on 2021 actual.
General Fund #101	Cemetery	Contractual Services	\$	2,800	B	\$ 32,185	Monies needed for Indigent Burials. Per Recreation Director, there are known indigent burials to occur in 2022, and the 2022 Approved Budget Figure does not accommodate the known indigent burials for 2022.
General Fund #101	Parks and Recreation	Contractual Services	\$	11,000	C	\$ 106,326	Monies needed for Estimated Remaining 2022 Electric Expenditures. The 2022 Proposed Budget Figure did not accommodate actual 2021 expenditures, so this amendment is being made to accommodate estimated 2022 expenditures based on 2021 actual.
General Fund #101	Parks and Recreation	Contractual Services	\$	3,205	D	\$ 106,326	Monies needed for Annual EPA Mandated Inspections for Fuel Tanks Located at Recreation Facility.
General Fund #101	Parks and Recreation	Supply & Materials	\$	(3,205)	D	\$ 129,955	Offset for the monies needed for Annual EPA Mandated Inspections for Fuel Tanks Located at Recreation Facility.
General Fund #101	Parks and Recreation	Supply & Materials	\$	(22,800)	E	\$ 129,955	Offset for the monies needed to purchased OPW Fuel Control Equipment Package System for Fuel Tanks Located at Recreation Facility.
General Fund #101	Parks and Recreation	Capital Outlay	\$	22,800	E	\$ 107,800	Monies needed to purchased OPW Fuel Control Equipment Package System for Fuel Tanks Located at Recreation Facility.
General Fund #101	Finance Department	Personal Services	\$	50,000	F	\$ 395,415	Since Passage of Ordinance #22-32 (Assistant Finance Director) these are the estimated costs for 2022 including related expenditures to Medicare and OPERS.
General Fund #101	Finance Department	Capital Outlay	\$	5,000	G	\$ 7,500	Estimated Monies to buy a computer and office furniture for the newly created position of Assistant Finance Director. Also included monies to buy new office chairs for the other Finance Department Staff.
General Fund #101	Other General Government	Supply & Materials	\$	20,000	H	\$ 360,000	Remaining Monies Needed to Pay Cuyahoga County Treasurer and Cuyahoga County Land Bank regarding the Sale of 13900 Stoney Creek Drive (Land Reutilization Program Per Ordinance #21-95)
General Fund #101	Other General Government	Transfer-Out	\$	99,000	I	\$ 5,852,700	Estimated Monies related to the Third (3rd) Phase of Baseball Lighting. This is the City's Contribution to the Project since the NOPEC Funding did not accommodate the entire estimated cost of the project.

City of North Royalton
2022 Budget Amendment Detail - Proposed Budget Amendment 3/15/2022 - Finance Committee/Council Meeting

Fund	Department	Budget Category	Amendments this Ordinance		Total 2022 Appropriations	Reason for Change
NOPEC Fund #221	Economic Development	Capital Outlay	\$ 121,000	J	\$ 211,000	Estimated Costs for the Third (3rd) Phase of Baseball Lighting Project. Funded by NOPEC Grant Awards and a Transfer from the General Fund (#101).
NOPEC Fund #221	Other General Government	Advance Out	\$ 147,500	K	\$ 147,500	Re-Pay General Fund (#101) for Advance Authorized per Budget Amendment Ordinance #21-201. The advance will occur once the City receives the reimbursement grant funding from NOPEC.
Community Diversion Program Fund #237	Police	Capital Outlay	\$ 2,500	L	\$ 2,500	Monies to purchase new computer for Juvenile Diversion Program
ARPA Federal Fund #254	Wastewater	Contractual Services	\$ 250,000	M	\$ 250,000	The City was awarded \$250,000 per the ARPA Wastewater Infrastructure Grant. The \$250,000 was awarded to use as part of the Design Costs for the Wastewater Treatment Plant B Conversion.
Wastewater Treatment Fund #551	Wastewater	Contractual Services	\$ 2,717,876	N	\$ 5,503,076	Per Ordinance #22-36, The City has accepted an OWDA Loan for Wastewater Treatment Plant B Conversion. The OWDA will not directly pay the contractor for design services, so the City will need to pay the invoices and then get reimbursed by OWDA. The net effect is \$0.00 to the annual budget since estimated resources are also being increased by the same amount.

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Proposed Amendment March 15th Mtg	Total 2022 Appropriations
GENERAL FUND					
POLICE DEPARTMENT					
Personal Service	3,976,000.00		(74,827.43)		3,901,172.57
Contractual Services	319,611.00	30,240.00			349,851.00
Supply & Materials	168,200.00	38,680.00			206,880.00
Capital Outlay	14,500.00	53,500.00			68,000.00
Debt Service	147,000.00				147,000.00
Total Police Department	4,625,311.00	122,420.00	(74,827.43)	-	4,672,903.57
ANIMAL CONTROL					
Personal Service	172,300.00				172,300.00
Contractual Services	4,452.00	350.00			4,802.00
Supply & Materials	4,880.00	1,410.00			6,290.00
Capital Outlay	200.00				200.00
Total Animal Control Department	181,832.00	1,760.00	-	-	183,592.00
FIRE DEPARTMENT					
Personal Service	456,650.00	6,000.00	5,400.00		468,050.00
Contractual Services	355,700.00	59,000.00			414,700.00
Supply & Materials	114,500.00		8,900.00		123,400.00
Total Fire Department	926,850.00	65,000.00	14,300.00	-	1,006,150.00
POLICE AND FIRE COMMUNICATIONS					
Personal Service	388,550.00	-			388,550.00
Contractual Services	817,497.00	38,898.00			856,395.00
Supply & Materials	1,545.00				1,545.00
Capital Outlay	1,500.00				1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00	-	-	1,247,990.00
STREET LIGHTING					
Contractual Services	100,000.00				100,000.00
Total Street Lighting	100,000.00	-	-	-	100,000.00
CEMETERY DEPARTMENT					
Contractual Services	29,150.00			3,035.00 A,B	32,185.00
Supply & Materials	192,690.00				192,690.00
Capital Outlay	42,000.00	-			42,000.00
Total Cemetery Department	263,840.00	-	-	3,035.00	266,875.00
PARKS & RECREATION DEPARTMENT					
Personal Service	577,950.00	-	2,000.00		579,950.00
Contractual Services	92,121.00	-		14,205.00 C,D	106,326.00
Supply & Materials	145,960.00	10,000.00		(26,005.00) D,E	129,955.00
Capital Outlay	80,000.00	5,000.00		22,800.00 E	107,800.00
Total Parks & Recreation Department	896,031.00	15,000.00	2,000.00	11,000.00	924,031.00
PLANNING COMMISSION					
Personal Service	102,600.00				102,600.00
Contractual Services	9,600.00				9,600.00
Supply & Materials	850.00				850.00
Total Planning Commission	113,050.00	-	-	-	113,050.00
BOARD OF ZONING					
Personal Service	8,450.00				8,450.00
Contractual Services	3,500.00				3,500.00
Supply & Materials	950.00				950.00
Total Board of Zoning	12,900.00	-	-	-	12,900.00
BUILDING DEPARTMENT					
Personal Service	755,450.00				755,450.00
Contractual Services	127,000.00				127,000.00
Supply & Materials	23,800.00				23,800.00
Capital Outlay	46,200.00				46,200.00
Total Building Department	952,450.00	-	-	-	952,450.00
COMMUNITY DEVELOPMENT					
Personal Service	179,850.00		700.00		180,550.00
Contractual Services	105,800.00		25,000.00		130,800.00
Supply & Materials	3,750.00				3,750.00
Capital Outlay	-				-
Total Community Development	289,400.00	-	25,700.00	-	315,100.00
RUBBISH COLLECTION					
Contractual Services	1,700,000.00				1,700,000.00
Total Rubbish Collection	1,700,000.00	-	-	-	1,700,000.00
SERVICE BUILDING AND GROUNDS					
Contractual Services	82,500.00				82,500.00
Supply & Materials	32,000.00				32,000.00
Total Service Bldg. & Grounds	114,500.00	-	-	-	114,500.00
MAYOR'S OFFICE					
Personal Service	271,200.00		750.00		271,950.00
Contractual Services	32,200.00				32,200.00
Supply & Materials	3,100.00				3,100.00
Capital Outlay	800.00				800.00
Total Mayor's Office	307,300.00	-	750.00	-	308,050.00
FINANCE DEPARTMENT					
Personal Service	340,700.00		4,715.00	50,000.00 F	395,415.00
Contractual Services	140,250.00	1,000.00			141,250.00
Supply & Materials	2,500.00				2,500.00
Capital Outlay	2,500.00			5,000.00 G	7,500.00
Total Finance Department	485,950.00	1,000.00	4,715.00	55,000.00	546,665.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Proposed Amendment March 15th Mtg	Total 2022 Appropriations
LEGAL ADMINISTRATION					
Personal Service	376,200.00		5,000.00		381,200.00
Contractual Services	137,300.00				137,300.00
Supply & Materials	10,000.00				10,000.00
Capital Outlay	-		2,500.00		2,500.00
Total Legal Administration	523,500.00	-	7,500.00	-	531,000.00
ENGINEERING DEPARTMENT					
Personal Service	103,050.00		700.00		103,750.00
Contractual Services	234,250.00				234,250.00
Supply & Materials	500.00				500.00
Capital Outlay	3,500.00				3,500.00
Total Engineering	341,300.00	-	700.00	-	342,000.00
LEGISLATIVE					
Personal Service	343,500.00				343,500.00
Contractual Services	81,600.00				81,600.00
Supply & Materials	13,500.00				13,500.00
Capital Outlay	6,000.00				6,000.00
Total Legislative Activity	444,600.00	-	-	-	444,600.00
MAYOR'S COURT					
Personal Service	215,250.00				215,250.00
Contractual Services	44,200.00		9,275.00		53,475.00
Supply & Materials	1,100.00				1,100.00
Total Mayor's Court	260,550.00	-	9,275.00	-	269,825.00
CIVIL SERVICE					
Personal Service	5,050.00				5,050.00
Contractual Services	22,400.00				22,400.00
Supply & Materials	200.00				200.00
Total Civil Service	27,650.00	-	-	-	27,650.00
CITY HALL BUILDING					
Personal Service	245,650.00		700.00		246,350.00
Contractual Services	231,550.00				231,550.00
Supply & Materials	16,000.00		6,000.00		22,000.00
Capital Outlay	15,000.00	40,000.00			55,000.00
Total City Hall Building	508,200.00	40,000.00	6,700.00	-	554,900.00
OTHER GENERAL GOVERNMENT					
Personal Services	7,500.00				7,500.00
Supply & Materials	265,000.00	75,000.00		20,000.00	360,000.00
Transfers-Out	4,717,200.00	1,036,500.00		99,000.00	5,852,700.00
Advances-Out	-				-
Total - Other General Government	4,989,700.00	1,111,500.00	-	119,000.00	6,220,200.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00	(3,187.43)	188,035.00	20,854,431.57
ENFORCEMENT AND EDUCATIONAL FUND #205					
Personal Service	15,000.00				15,000.00
Supply & Materials	6,000.00				6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	-	21,000.00
DRUG LAW ENFORCEMENT FUND #206					
Supply & Materials	200.00				200.00
Total Drug Law Enforcement Fund	200.00	-	-	-	200.00
POLICE FACILITY OPERATING FUND #207					
Personal Service	985,000.00				985,000.00
Contractual Services	13,450.00	9,225.00			22,675.00
Supply & Materials	59,435.00	4,000.00			63,435.00
Capital Outlay	1,500.00				1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00	-	-	1,072,610.00
LAW ENFORCEMENT TRUST FUND #208					
Contractual Service	1,500.00				1,500.00
Supply & Materials	5,500.00				5,500.00
Capital Outlay	37,500.00				37,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209					
Personal Service	3,404,000.00		14,275.00		3,418,275.00
Contractual Services	77,000.00		400.00		77,400.00
Supply & Materials	41,800.00		2,350.00		44,150.00
Total EMS Levy Fund	3,522,800.00	-	17,025.00	-	3,539,825.00
MOTOR VEHICLE LICENSE FUND #210					
Street Repair	225,000.00				225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	225,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Proposed Amendment March 15th Mtg	Total 2022 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211					
Signals & Signs					
Contractual Services	65,000.00				65,000.00
Supply & Materials	25,000.00				25,000.00
	<u>90,000.00</u>	-	-	-	<u>90,000.00</u>
Street Reconstruction					
Contractual Service	200,000.00				200,000.00
Capital Outlay	1,775,000.00	(475,000.00)			1,300,000.00
	<u>1,975,000.00</u>	<u>(475,000.00)</u>	-	-	<u>1,500,000.00</u>
Street Construction, Maintenance & Repair					
Personal Service	1,955,800.00				1,955,800.00
Contractual Services	126,350.00				126,350.00
Supply & Materials	521,800.00				521,800.00
Capital Outlay	432,400.00	475,000.00			907,400.00
	<u>3,036,350.00</u>	<u>475,000.00</u>	-	-	<u>3,511,350.00</u>
Snow Removal					
Personal Service	45,550.00				45,550.00
Contractual Services	20,000.00				20,000.00
Supply & Materials	454,000.00				454,000.00
Capital Outlay	-				-
	<u>519,550.00</u>	-	-	-	<u>519,550.00</u>
Total SCMR Fund	<u><u>5,620,900.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>5,620,900.00</u></u>
STATE HIGHWAY FUND #212					
Traffic Signals & Marking					
Contractual Services	25,000.00				25,000.00
Street Maintenance & Repair					
Operating Supplies	30,000.00				30,000.00
Snow & Ice Removal					
Supply & Materials	70,000.00				70,000.00
Total State Highway Fund	<u><u>125,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>125,000.00</u></u>
CITY INCOME TAX FUND #213					
Contractual Services	500,000.00				500,000.00
Total City Income Tax Fund	<u><u>500,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>500,000.00</u></u>
POLICE LEVY FUND #215					
Personal Services	1,130,000.00		(100,000.00)		1,030,000.00
Contractual Services	2,000.00				2,000.00
Capital Outlay	264,500.00		124,720.00		389,220.00
Total Police Levy Fund	<u><u>1,396,500.00</u></u>	<u><u>-</u></u>	<u><u>24,720.00</u></u>	<u><u>-</u></u>	<u><u>1,421,220.00</u></u>
FIRE LEVY FUND #216					
Personal Service	980,000.00				980,000.00
Total Fire Levy Fund	<u><u>980,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>980,000.00</u></u>
RECYCLING GRANT FUND #217					
Contractual Services	6,000.00				6,000.00
Total Recycling Grant Fund	<u><u>6,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>6,000.00</u></u>
OFFICE ON AGING FUND #219					
Personal Services	148,750.00				148,750.00
Contractual Services	48,250.00	7,500.00			55,750.00
Supply & Materials	11,550.00				11,550.00
Capital Outlay	800.00				800.00
Total Office on Aging Fund	<u><u>209,350.00</u></u>	<u><u>7,500.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>216,850.00</u></u>
NOPEC GRANT FUND #221					
Contractual Services	-				-
Capital Outlay	140,000.00	(50,000.00)		121,000.00	211,000.00
Advance Out	-			147,500.00	147,500.00
Total NOPEC Grant Fund	<u><u>140,000.00</u></u>	<u><u>(50,000.00)</u></u>	<u><u>-</u></u>	<u><u>268,500.00</u></u>	<u><u>358,500.00</u></u>
COURT COMPUTER FUND #236					
Contractual Services	5,000.00				5,000.00
Operating Supplies	5,000.00				5,000.00
Capital Outlay	-				-
Total Court Computer Fund	<u><u>10,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>10,000.00</u></u>
COMMUNITY DIVERSION PROGRAM FUND #237					
Personal Services	3,500.00				3,500.00
Contractual Services	2,000.00				2,000.00
Operating Supplies	450.00				450.00
Capital Outlay	-			2,500.00	2,500.00
Total Community Diversion Program Fund	<u><u>5,950.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>2,500.00</u></u>	<u><u>8,450.00</u></u>
ENTERPTISE ZONE FUND #239					
Contractual Services	38,800.00				38,800.00
Total Enterprise Zone Fund	<u><u>38,800.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>38,800.00</u></u>
YMCA SPECIAL REVENUE FUND #249					
Transfers-Out	428,000.00				428,000.00
Total YMCA Special Revenue Fund	<u><u>428,000.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>428,000.00</u></u>
LOCAL CORONAVIRUS RELIEF FUND #252					
Personal Service	-	1,667.05			1,667.05
Operating Supplies	-	-			-
Total Local Coronavirus Relief Fund	<u><u>-</u></u>	<u><u>1,667.05</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>1,667.05</u></u>

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Proposed Amendment March 15th Mtg	Total 2022 Appropriations
ARPA FEDERAL FUND #254					
Personal Service	1,574,827.00	-	74,827.43	-	1,649,654.43
Contractual Services	-	-	-	250,000.00	250,000.00
Capital Outlay	-	-	-	-	-
Total Local Coronavirus Relief Fund	1,574,827.00	-	74,827.43	250,000.00	1,899,654.43
ACCRUED BALANCES FUND #260					
Personal Service	150,000.00	-	-	-	150,000.00
Total Accrued Balances Fund	150,000.00	-	-	-	150,000.00
POLICE PENSION FUND #261					
Personal Service	670,670.00	-	-	-	670,670.00
Total Police Pension Fund	670,670.00	-	-	-	670,670.00
FIRE PENSION FUND #262					
Personal Service	782,277.00	-	-	-	782,277.00
Total Fire Pension Fund	782,277.00	-	-	-	782,277.00
GENERAL BOND RETIREMENT FUND #321					
Contractual Services	15,000.00	(15,000.00)	-	-	-
Operating Supplies	-	15,000.00	-	-	15,000.00
Debt Service - Interest	580,000.00	-	-	-	580,000.00
Debt Service - Principal	1,405,000.00	-	-	-	1,405,000.00
Total General Bond Retirement Fund	2,000,000.00	-	-	-	2,000,000.00
SPECIAL ASSESSMENT FUND #341					
Contractual Service	2,000.00	(2,000.00)	-	-	-
Operating Supplies	-	2,000.00	-	-	2,000.00
Debt Service	125,000.00	-	-	-	125,000.00
Total Special Assessment Fund	127,000.00	-	-	-	127,000.00
SERVICE CAPITAL FUND #430					
Capital Outlay	75,000.00	91,715.00	-	-	166,715.00
Debt Service	-	-	-	-	-
Total Service Capital Fund	75,000.00	91,715.00	-	-	166,715.00
RECREATION CAPITAL IMPROVEMENT FUND #431					
Contractual Services	6,000.00	50,500.00	-	-	56,500.00
Capital Outlay	-	911,000.00	-	-	911,000.00
Total Rec Capital Improvement Fund	6,000.00	961,500.00	-	-	967,500.00
FUTURE CAPITAL IMPROVEMENT FUND #432					
Professional Services	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	209,837.00	-	-	-	209,837.00
Total Future Capital Improvement Fund	209,837.00	-	-	-	209,837.00
STORM AND SEWER DRAINAGE FUND #433					
Contractual Services	62,000.00	-	-	-	62,000.00
Total Storm & Sewer Drainage Fund	62,000.00	-	-	-	62,000.00
FIRE CAPITAL IMPROVEMENT FUND #434					
Contractual Service	37,000.00	-	-	-	37,000.00
Operating Supplies	1,000.00	-	-	-	1,000.00
Capital Outlay	131,000.00	-	-	-	131,000.00
Debt Service	107,813.00	-	-	-	107,813.00
Transfer Out	235,838.00	-	-	-	235,838.00
Advance Out	-	-	-	-	-
Total Fire Capital Improvement Fund	512,651.00	-	-	-	512,651.00
YMCA CAPITAL RESERVE FUND #437					
Contractual Services	30,000.00	-	-	-	30,000.00
Capital Outlay	-	-	-	-	-
Total YMCA Capital Imp Fund	30,000.00	-	-	-	30,000.00
EXCESSIVE LOAD FUND #444					
Contractual Services	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total Wallings Road Fund	-	-	-	-	-
WATER MAIN FUND #445					
Contractual Services	15,000.00	-	-	-	15,000.00
Operating Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total Water Main Fund	15,000.00	-	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449					
Contractual Services	-	-	-	-	-
Total YMCA Capital Imp Fund	-	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451					
Transfer Out	17,887.00	-	-	-	17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463					
Capital Outlay	-	-	-	-	-
Total Energy Conservation Project Capital Fund	-	-	-	-	-
TRADITIONS AT ROYALTON PLACE TIF #465					
Capital Outlay	250,000.00	-	-	-	250,000.00
Total Traditions at Royalton Place TIF#465	250,000.00	-	-	-	250,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Proposed Amendment March 15th Mtg	Total 2022 Appropriations
WASTEWATER TREATMENT FUND #551					
Sanitary Sewer Treatment					
Personal Services	1,332,500.00		43,395.00		1,375,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,717,876.00	5,503,076.00
Supply & Materials	475,300.00				475,300.00
Capital Outlay	450,000.00				450,000.00
Advance Out	-				-
Total Wastewater Treatment Fund	4,964,500.00	3,500.00	118,395.00	2,717,876.00	7,804,271.00
WASTEWATER MAINTENANCE FUND #552					
Storm Sewer & Drainage Maintenance					
Personal Service	710,500.00		24,671.00		735,171.00
Contractual Services	444,600.00				444,600.00
Supply & Materials	189,500.00				189,500.00
Capital Outlay	640,000.00				640,000.00
Total Stormwater & Drainage	1,984,600.00	-	24,671.00	-	2,009,271.00
Wastewater Maintenance					
Personal Service	972,600.00				972,600.00
Contractual Services	377,200.00				377,200.00
Supply & Materials	327,200.00				327,200.00
Capital Outlay	203,000.00				203,000.00
Total Wastewater Maintenance	1,880,000.00	-	-	-	1,880,000.00
Total WW Maintenance Fund	3,864,600.00	-	24,671.00	-	3,889,271.00
WASTEWATER DEBT SERVICE FUND #553					
Debt Service	1,165,800.00				1,165,800.00
Total WW Debt Service Fund	1,165,800.00	-	-	-	1,165,800.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555					
Transfers-Out	-	-	-	-	-
Total WW Repair & Replacem't	-	-	-	-	-
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710					
Personal Services	-				-
Contractual Service	-				-
Other Operating	-				-
Transfer-Out	-				-
Total OGBC Fund	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763					
Refunds	10,000.00		75,000.00		85,000.00
Total Improvement Holding Fund	10,000.00	-	75,000.00	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764					
Other	3,000.00				3,000.00
Total OBBS Fund	3,000.00	-	-	-	3,000.00
BUILDING CONSTRUCTION BOND FUND #766					
Other	70,000.00				70,000.00
Total Bldg. Construction Bond Fund	70,000.00	-	-	-	70,000.00
OFFICE ON AGING DEPOSITS FUND #768					
Other	500.00				500.00
Total Office on Aging Deposits Fund	500.00	-	-	-	500.00
UNCLAIMED FUNDS #769					
Other	500.00				500.00
Total Unclaimed Funds	500.00	-	-	-	500.00
FUND TOTALS	50,169,440.00	2,424,685.05	331,451.00	3,426,911.00	56,352,487.05

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

1. **IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN [ADD ENTITY INFORMATION] (“SUBSCRIBER”) AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES (“CPI”) WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. AGREEMENT.**

1.1 **SCOPE OF AGREEMENT.** This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 **EXHIBITS AND PRIVACY POLICY.** This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

2.1 **“Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 **“APIs”** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 **“ChargePoint Connections”** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 **“ChargePoint®”** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 **“ChargePoint Services”** means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 **“ChargePoint Application”** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 **“Charging Station”** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated

on ChargePoint.

2.8 *"Content"* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *"CPI Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *"CPI Property"* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *"Documentation"* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *"Effective Date"* means the earliest of (a) the effective date of Subscriber's initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber's first use of the ChargePoint Services.

2.13 *"Intellectual Property Rights"* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *"Malicious Code"* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *"Party"* means each of CPI and Subscriber.

2.16 *"PII"* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *"Provisioning"* means activating Charging Stations, warrantees and Cloud Plans on ChargePoint

2.18 *"Rights"* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Cloud Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 CPI must use commercially reasonable efforts to document and maintain adequate: (i) Network-based intrusion detection capabilities to ensure that attacks against the front-tier of servers will be detected; (ii) Network-based intrusion detection mechanisms which monitor servers that transmit, store or process Sensitive PII; and (iii) First-level Firewalls (in front of the web servers) to protect the web servers from attack. For the purposes of this section "**Sensitive PII**" shall consist of any information regarding Subscriber or a User, including: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data

protection laws applicable to CPI; (b) non-public information, such as a national identification number, passport number, social security number, or driver's license number; and (c) financial information, such as a policy number, credit card number and/or bank account number.

4.3 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will

Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive

commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (i) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title

and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases (not to exceed 5% annually) and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI’s credit card policy, the renewal will be charged to Subscriber’s payment method (credit card) on file, which may include any payment method automatically updated by Subscriber’s issuing bank. If Subscriber’s credit card is declined, invalid, or payment is not made by the issuer of Subscriber’s credit card on Subscriber’s Subscription Date, without further notice

CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INTENTIONALLY OMITTED.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use

of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	Ohio and controlling United States federal law	Cuyahoga County, Ohio, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the

Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

CPI acknowledges and agrees that this contract and other documents or records related to the contract in its possession or control or its agents or vendors are or may be a public record and subject to Ohio Revised Code Chapter 149, Ohio Public Records Act.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN") under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to

mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites

or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber’s convenience only and that the English language version of this Agreement governs Subscriber’s relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s’y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

Subscriber:

Full name [Print]

Title

Signature

Date

ChargePoint, Inc.

Henrik Gerdes

Full name [Print]

Chief Accounting Officer

Title

Signature

Date

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 “CPI Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination

of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***“Rights Grantor”*** means Subscriber.

1.2 ***“Rights Grantee”*** means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: OH - North Royalton PD Legal Entity Name:	Contact Name: Keith Tarase
Address: 14600 State Rd North Royalton, Ohio 44133	Phone: (440) 237-8686 E-Mail: chieftarase@police.northroyalton.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	15.00	\$37,500.00
Professional Services - Falcon, Standard Implementation	\$250.00	15.00	\$3,750.00

(Includes one-time fees)

Year 1 Total \$41,250.00

Recurring Total: \$37,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: OH - North Royalton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, with Agency’s prior written consent, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

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a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any lawful purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s

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provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the

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installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock’s Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts

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which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person.

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Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental

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order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, ~~worldwide, perpetual~~, royalty-free right and license (during the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data.. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, ~~worldwide~~ license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, ~~perpetual, irrevocable, worldwide~~, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any

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personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure

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to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by

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giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

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7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request. Minimum amount stated.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS),

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OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own

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officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Intentionally Omitted

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement with Agency consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

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10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.