

PALERMO UNION SCHOOL DISTRICT

7390 Bulldog Way
Palermo, CA 95968-9700
(530) 533-4842
Fax (530) 532-1047

Superintendent
Kathleen Andoe-Nolind

Board of Trustees
Debbie Hoffman
Jessica King
Loretta Long
William Bynum
Cody Nissen

Helen Wilcox School
5737 Autrey Lane
Oroville, CA 95966
(530) 533-7626
Fax (530) 533-6949
Heather Scott, Principal

Honcut School
68 School Street
Oroville, CA 95966
(530) 742-5284
Fax (530) 742-2955
Heather Scott, Principal

Palermo School
7350 Bulldog Way
Palermo, CA 95968
(530) 533-4708
Fax (530) 532-7801
Kimberly Solano, Principal

Golden Hills School
2400 Via Canela
Oroville, CA 95966
(530) 532-6000
Fax (530) 534-7982
Kristi Napoli, Principal

SPECIAL BOARD MEETING AGENDA

July 8, 2020

Place: District Office

7390 Bulldog Way, Palermo, CA 95968

6:00 pm

Zoom meeting:

<https://us04web.zoom.us/j/77547162281?pwd=TXFwelpFTG5vMXhYQVZmd215cko4dz09>

Meeting ID: 775 4716 2281

Password: 0hjbTv

[Note: The Board of Trustees may take action on any item posted on this Agenda. Members of the public may directly address the Board concerning any item on this Agenda prior to or during the Board consideration of that item, as determined by the Board President. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office (530) 533-4842, ext. 7. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to these meetings. This Agenda and all supporting documents are available for public review at the District Office, 7390 Bulldog Way, Palermo, CA. Documents that have been distributed to the Board less than 72 hours before the meeting are available for public inspection at the District Office, 7390 Bulldog Way, Palermo, CA 95968]

INTRODUCTION

1. **Call to Order.** (Time _____)

2. **Roll Call.**

3. **Approval of Agenda.**

ACTION _____ MOTION _____ SECOND _____ VOTE _____

4. **Audience with the Board.**

Agenda Items:

This is the time the Board President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand and repeat your name for the record, and make your presentation [five (5) minute time limit per person].

5. **Staff Reports/Business Items.**

- a. It is recommended the contract between Amply Power, Inc. and Palermo Union School District for charging equipment and monitoring services be approved.

REFERENCE #1

ACTION_____MOTION_____SECOND_____VOTE_____

ADJOURNMENT (Time_____)

**CHARGING EQUIPMENT
SUPPLY AND SERVICES AGREEMENT**

by and between

Amply Power, Inc.

as “**Amply**”

and

Palermo Unified School District

as “**Customer**”

Dated as of 21st May, 2020

EXHIBITS

- Exhibit A - Contract Price and Payment Terms
- Exhibit B - Charging Facility Area and Preparation Requirements
- Exhibit C - Milestone Schedule
- Exhibit D - Scope of Work



This **CHARGING EQUIPMENT SUPPLY AND SERVICES AGREEMENT** (this “*Agreement*”) is hereby entered into as of April 1st, 2020 (the “*Effective Date*”) by and between **Amplify Power, Inc.**, a Delaware corporation (“*Amplify*”) and **Palermo Unified School District**, a California public school district (“*Customer*”). Amplify and Customer may sometimes hereinafter be referred to each as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Amplify is engaged in the provision of electric vehicle charging equipment and related services, including the procurement, construction, installation, maintenance of electric vehicle charging facilities;

WHEREAS, Customer wishes to commission an electric vehicle charging facility as more particularly described herein; and

WHEREAS, Customer desires to engage Amplify to procure and install electric vehicle charging equipment for the benefit of Customer, and for Amplify to provide related operation and maintenance services for such equipment, in accordance with the terms and conditions of this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. AGREEMENT SCOPE

1.1 General Agreement Scope. During the Term, Amplify shall be responsible for (i) procuring and installing the Charging Equipment (as defined herein); (ii) configuring and operating the Amplify Software; and (iii) performing certain operation and maintenance services for the Charging Equipment and Amplify Software (the “*Operation and Maintenance Services*”), each as further described herein and in Exhibit D.

1.2 Agreement Term. Subject to any right of termination as set forth herein, the term of this Agreement shall commence on the Effective Date and continue for five (5) years from the Commercial Operation Date (the “*Term*”). The Parties may mutually agree to an extension of the Term for the Operation and Maintenance Services.

1.3 Exhibits. This Agreement includes all attached Exhibits, each of which is incorporated herein and made a part hereof by reference and is considered fully part of this Agreement.

II. CHARGING FACILITY AREA PREPARATION AND CONTROL

2.1 Charging Facility Area. Customer represents and warrants that it owns or leases certain real property to be used for installation and operation of the Charging Equipment, as more particularly described in Exhibit B (the “*Charging Facility Area*”). In furtherance of the purposes of this Agreement, Customer agrees, at its own expense, to complete all Charging Facility Area preparation requirements set forth in Exhibit B (such requirements, the “*Charging Facility Area Preparation*”). Unless otherwise expressly set forth in this Agreement, Customer shall be responsible for all permits and approvals required for the Charging Facility Area Preparation.

III. PROVISION OF CHARGING EQUIPMENT

3.1 Generally. Following Customer’s completion of the Charging Facility Area Preparation, the sufficiency of which shall be determined in Amplify’s reasonable discretion, Amplify shall perform installation of the Charging Equipment in accordance with Good Industry Practice and the Milestone Schedule set forth in Exhibit C (as the same may be extended in accordance with the terms of this Agreement).

3.2 Milestones. Amplify shall use commercially reasonable efforts to complete each milestone set forth in Exhibit C on or before the date specified for each such milestone. Each applicable milestone shall be extended on a day-for-day basis for each day of delay resulting from Force Majeure, a Customer-Caused Delay, or a failure or delay by the Local Utility to complete any requirements for Commercial Operation. If Amplify fails to achieve any of the milestones by the date specified in Exhibit C (as extended, if applicable), then within ten (10) Business Days after such milestone

date Amply shall deliver to Customer an action plan (a “**Remedial Action Plan**”) that will detail the reasons the applicable milestone was not achieved in a timely manner and what steps Amply has taken or will take in order to achieve Commercial Operation on or before the date set forth in Exhibit C (such date, the “**Target Commercial Operation Date**”).

3.3 Initial Operation. Amply may install the Charging Equipment in increments in its reasonable discretion and may begin generating and delivering Operation and Maintenance Services as soon as such applicable Charging Equipment is operational, subject to and in accordance with any and all applicable requirements of the Local Utility. Subject to Amply’s other rights hereunder, to the extent that one hundred percent (100%) of the Charging Equipment has not been installed and commissioned by the Target Commercial Operation Date, Amply will use commercially reasonable efforts to make one hundred percent (100%) of the Charging Equipment operational by no later than the Outside Commercial Operation Date.

3.4 Unforeseen Scope of Work. Customer will be responsible for any unforeseen scope of work and costs beyond those delineated for the scope of work in Exhibit D, and Amply shall be entitled to a day-for-day extension of any milestone(s) impacted by unforeseen scope of work. Examples of unforeseen scope of work include but are not limited to: (i) unforeseen Charging Facility Area conditions (e.g., asbestos, archaeological and hazardous materials conditions, structural or electrical shortfalls at the Charging Facility Area not caused by Amply or its agents or representatives, etc.); and (ii) corrections of pre-existing code violations at the Charging Facility Area (not caused by Amply or its agents or representatives) or any improvements thereon. Amply may require Customer to perform the unforeseen scope of work, or Amply may elect to complete the extra work and invoice Customer for the cost of such work plus ten percent (10%) overhead fee, which invoice shall be paid by Customer within thirty (30) days of receipt.

3.5 Permits and Approvals. Amply agrees to obtain, at Amply’s sole cost and expense, any permits and approvals necessary for installing the Charging Equipment (the “**Permits**”). Customer agrees to reasonably and timely assist Amply in obtaining such Permits. For the avoidance of doubt, the Permits do not include: (i) any permits and approvals required for any Charging Facility Area Preparation; (ii) any Local Utility network upgrades or special interconnection requirements, *provided that* Amply shall be responsible for obtaining installation of the Meters.

3.6 Changes or Modifications. Except as expressly described in this Agreement, no change in, addition to or modification of the milestones shall be effective unless the Parties have duly executed a written amendment in accordance with Section 19.10; provided, however, that the Parties agree to use reasonable efforts to cooperate in executing any amendments required for changes requested by the Local Utility as a condition to Commercial Operation.

3.7 Customer-Caused Delays. If Amply’s delivery and installation of the Charging Equipment or any component thereof is delayed by acts or omissions attributable to Customer (in each case, a “**Customer-Caused Delay**”), Customer shall be responsible for any increased costs resulting from such delay and Amply shall also be entitled to extensions of the milestones as contemplated under Section 3.2. If such Customer-Caused Delay lasts for more than ninety (90) days, Amply may at its sole and continuing option elect to treat such delay as a termination for convenience by Customer of this Agreement pursuant to Section 12.6.

IV. MAINTENANCE OF CHARGING EQUIPMENT AND AMPLY SOFTWARE

4.1 General. Customer shall be responsible for charging its electric vehicles with the Charging Equipment. All use of the Charging Equipment and Amply Software by Customer, its employees and agents shall comply with this Agreement. All Amply Software account details, passwords, keys, and like information are granted to Customer solely for Customer’s own use (and the use of its authorized grantees), and Customer shall keep all such items secure and confidential. Customer shall use reasonable efforts to prevent and shall be liable for any unauthorized access to or use of the Charging Equipment, Amply Software and/or Charging Facility Area. Customer shall immediately notify Amply upon becoming aware of any such unauthorized use.

4.2 Maintenance.

(a) During the Term, Amply shall be responsible for routine maintenance of the Charging Equipment and Amply Software in accordance with Good Industry Practice.

(b) If Customer knows of or becomes aware of any malfunctioning Charging Equipment, Customer shall promptly notify Amply of such malfunction. Customer shall not directly or indirectly service, repair, modify or adjust the Charging Equipment or Amply Software without prior written consent of Amply.

(c) Amply's obligations under this Section 4.2 do not include repairing, replacing, monitoring or servicing anything other than the Charging Equipment. For example, Amply will not configure, repair, replace or otherwise maintain any structures present in the Charging Facility Area besides the Charging Equipment. Amply is not responsible for the maintenance of the real property in or around the Charging Facility Area, such as parking surfaces.

(d) Customer agrees that it shall not interfere with, or cause its employees or agents to interfere with, Amply's performance of the Operation and Maintenance Services, or in any other way interfere with Amply's responsibilities under this Agreement. Amply's obligations do not include providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence not caused by Amply or its agents or representatives.

4.3 Metering.

(a) Amply shall install, control and maintain a dedicated metering system to track use of the Charging Equipment and provide quantity measurements for the Term of this Agreement (the "*Meters*"). The Meters shall be bi-directional and shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity. Upon expiration of the Term and/or termination of this Agreement under Article XII, Customer shall be solely responsible for the Meters.

(b) Meters shall be tested prior to installation and during commissioning of the Charging Equipment. Once per each year after COD, testing will be provided at Amply's expense and discretion. Either Party may request a special test of Meters, but the requesting Party shall bear the cost of such testing unless there is an inaccuracy outside of a two percent (2%) margin of error, in which case Amply shall be responsible for the cost of the special testing.

(c) If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Amply shall repair and recalibrate or replace the Meters and adjust invoices to Customer for the lesser of (a) the period in which the inaccuracy existed or (b) one hundred eighty (180) days. If the period in which the inaccuracy existed cannot be determined, adjusted invoices shall be made for a period equal to one-half (0.5) of the elapsed time since the latest prior test and calibration of the Meters; however, the adjustment period shall not exceed ninety (90) days. If adjusted payments are required, Amply shall render a statement describing the adjustments within thirty (30) days of the date on which the inaccuracy was rectified. Any payments due Amply pursuant to this Section 4.3(c) shall accompany Customer's next invoice payment.

4.4 Planned Outages. Amply shall be entitled to two (2) Planned Outages per year. Within fifteen (15) days after the Commercial Operation Date, and on or before each anniversary of COD during the Term, Amply shall provide Customer with a schedule of such proposed Planned Outages. Customer shall promptly review Amply's proposed schedule and may request modifications within thirty (30) days of Customer's receipt of such schedule. Amply will use commercially reasonable efforts to accommodate Customer's requests. Changes to the schedule may be requested by either Party, and each Party shall make commercially reasonable efforts to accommodate such changes.

4.5 Unplanned Outages. In the event of any Unplanned Outage, the Party becoming aware of the Unplanned Outage shall promptly notify the other Party of the same. If the Unplanned Outage is a result of Charging Equipment failure, Amply shall use reasonable commercial efforts to process a warranty claim on behalf of Customer for the Charging Equipment, *provided that* Amply does not warrant or guaranty operation of the Charging Equipment, and Customer shall look solely to the applicable Charging Equipment manufacturer's warranty for recourse for Charging Equipment failure. Amply shall not be responsible for any breach of any warranty provided by the Charging Equipment manufacturer and shall not be required to litigate against any equipment manufacturer regarding any warranty claim or failure of the Charging Equipment. Amply shall assist Customer in estimating the expected duration of any Unplanned

Outage and any other pertinent information that will assist Customer in planning for the decreased availability of the Charging Equipment as a result of the Unplanned Outage.

4.6 Program Participation. Subject to Customer's written consent (not to be unreasonably withheld) with an addendum to this Agreement, Amply shall have the right to enroll the Local Utility meter connected to the Charging Equipment in any present or future demand response program, or other Local Utility or government program, provided that such enrollment does not materially impair Amply's ability to provide the Operation and Maintenance Services according to the terms set forth in this Agreement. Amply shall present Customer with any reduced rate for the Operation and Maintenance Services for the remainder of the Term as a result of enrollment in any demand response program, or the shared savings model to be implemented, dependent upon the particular demand response program and the terms negotiated.

V. OWNERSHIP OF CHARGING EQUIPMENT; LIMITATION OF OPERATION AND MAINTENANCE SERVICES

5.1 Title. Title to each portion of the Charging Equipment shall pass from Amply to Customer upon payment in full of the respective Charging Equipment, as set forth in Exhibit A. To protect its rights in the Charging Equipment, until full payment is received for the Charging Equipment Amply is authorized to file one or more UCC financing statements and/or fixture filings, as applicable, in such jurisdictions as it deems reasonably appropriate.

5.2 Risk of Loss. Risk of loss with respect to each portion of the Charging Equipment shall pass to Customer upon installation of such Charging Equipment at the Charging Facility Area. After installation and subject to insurance and indemnification obligations set forth herein, Customer will bear all risk of loss or damage to the Charging Equipment, except that Amply will reimburse Customer for any damage directly or indirectly caused by Amply or its agents or subcontractors. During the Term, the Charging Equipment (or any portion thereof) may not be physically altered, repaired, modified, replaced, and/or removed without Amply's prior written consent. Customer will take reasonable measures to protect the Charging Equipment from theft, damage, and/or inappropriate access.

5.3 Limitations of Operation and Maintenance Services. Customer shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the Operation and Maintenance Services, the Amply Software, or any data collected or maintained by Amply in connection with the operation of Charging Equipment to any third party;

(b) interfere with or disrupt the Operation and Maintenance Services, the Charging Equipment, the Amply Software, servers, or networks connected to the same, or disobey any requirements, procedures, policies, or regulations of networks connected to the Charging Equipment;

(c) attempt to gain unauthorized access to the wireless networks connected to the Charging Equipment or related systems or networks or any data contained therein, or access or use the Operation and Maintenance Services or Amply Software through any technology or means other than those provided or expressly authorized by Amply;

(d) reverse engineer, decompile or otherwise attempt to extract the source code of any Amply Software or other software not provided by Customer and related to the Operation and Maintenance Services, including, without limitation, the Charging Equipment and related cloud services, or any part thereof, except to the extent expressly permitted or required by Applicable Law;

(e) create derivative works based on the Operation and Maintenance Services, Amply Software, or any of Amply's various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with the Charging Equipment (the "**Amply Marks**");

(f) remove, conceal or cover the Amply Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Equipment or any peripheral equipment for use in connection therewith;

(g) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to the Operation and Maintenance Services, copy, frame or mirror any part of the Operation and Maintenance Services or Amply Software other than copying or framing on Customer's own intranets or otherwise solely for Customer's own internal business use and purposes;

(h) access Amply networks, or any part of the Operation and Maintenance Services or Amply Software, for any 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;

(i) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Operation and Maintenance Services or Amply Software, or collect information about Amply users for any unauthorized purpose;

(j) upload, transmit or introduce any malicious code to the Amply Software;

(k) use any of the Operation and Maintenance Services or Amply Software if Customer is a person barred from such use under the laws of any applicable governmental authority of the United States;

(l) use the Operation and Maintenance Services or Amply Software to upload, post, display, transmit or otherwise make available (i) any inappropriate, defamatory, obscene, or unlawful content; (ii) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (iii) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, or the Agreement; or

(m) utilize the Operation and Maintenance Services or Amply Software for any other purpose other than Customer's internal business purpose.

5.4 Ownership of Content. Amply shall own and hold all right, title and interest in and to the following:

(a) all data and content collected or maintained by Amply in the operation of the Charging Equipment, use of the Amply Software and the provision of the Operation and Maintenance Services; and

(b) Amply property, including: the Amply Marks.

5.5 No Liens. Amply shall at all times keep, or cause to be kept, the Charging Facility Area free from all Liens relating to Amply's performance under this Agreement and shall pay when due and payable (or bond over) all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a Lien on the same or any portion thereof and shall in any event cause the prompt, full and unconditional discharge of all Liens imposed on or against the same or any portion thereof within forty-five (45) days after receiving written notice of the filing thereof.

5.6 Environmental Attributes. Customer hereby waives and disclaims any rights to any Environmental Attributes as part of the transaction relating to this Agreement; all Environmental Attributes shall belong to and are hereby assigned to Amply. "*Environmental Attributes*" means any and all credits (including cap-and-trade credits), benefits, incentives, grants, rebates, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the procurement, installation, and/or operation of the Charging Equipment and/or the Operation and Maintenance Services and their displacement of conventional energy generation. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants identified now or in the future; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere or that are subject to reporting pursuant to 40 CFR Part 98; (3) investment and/or production tax credits associated with the construction or operation of the Charging Equipment and other financial incentives in the form of credits, reductions, or allowances associated with the Charging Equipment and/or Charging Facility Area that are

applicable to a local, state or federal income or other taxation obligation; and (4) reporting rights to these avoided emissions in compliance with federal or state law, if applicable, and to a federal or state agency or any other party including without limitation those reporting rights accruing under Section 1605(b) of The Energy Policy Act of 1992, 42 U.S.C. 13385(b), and the rules promulgated thereunder, and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program; (5) state or local incentives, including without limitation Low Carbon Fuel Standard (LCFS) in California or other similar or like programs in other states, cities, municipalities, utilities, school districts or other similar entities.

VI. CONTRACT PRICE AND PAYMENT

6.1 Contract Price. The “*Contract Price*” shall be an amount equal to the sum of (x) the Charging Equipment Fee, plus (y) all Operation and Maintenance Services, to be paid by Customer pursuant to the terms and amounts set forth in Exhibit A.

6.2 Late Payments. Invoices not paid when due are subject to interest at the rate of one percent (1%) per month or, if less, the highest rate allowed under applicable law. If any amount owing by Customer under this Agreement is more than ten (10) Business Days overdue, Amply may, without otherwise limiting Amply’s rights or remedies hereunder and at law and in equity, cease the provision of Operation and Maintenance Services, or terminate Customer’s license to Amply Software, as applicable. Customer shall be liable for all costs, including reasonable attorneys’ fees, incurred by Amply in connection with its efforts to collect any past due amounts.

VII. CHARGING EQUIPMENT WARRANTIES

7.1 Disclaimer of Amply Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMPLY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CHARGING EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7.2 Assignment of Manufacturer Warranties. Upon transfer of title to Customer of the applicable Charging Equipment, Amply hereby assigns any manufacturer’s warranties for such Charging Equipment to Customer. During the Term, as part of the Operation and Maintenance Services, Amply shall assist Customer in filing warranty claims for breach of any manufacturer’s warranties for the Charging Equipment, provided that Customer agrees to look solely to the manufacturer of the Charging Equipment, not Amply, for the repair or replacement of any defective Charging Equipment.

VIII. TAXES

8.1 Taxes. The Contract Price excludes any sales or use taxes, for which Customer shall be for the account of Customer. If applicable, Customer shall pay any such taxes directly to the applicable taxing authority. Customer shall be responsible for all real property taxes and assessments against the Charging Facility Area, including for any improvements thereon as a result of this Agreement. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes or similar governmental charges, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any tax or similar governmental charge.

IX. FORCE MAJEURE

9.1 Excuse. Neither Party shall be considered in default under this Agreement for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure. Time periods for compliance and deadlines will be extended on a day-for-day basis for the duration of any event of Force Majeure. A Party claiming Force Majeure shall:

- (a) provide prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
- (b) exercise all reasonable efforts to continue to perform its obligations under this Agreement and mitigate damage arising from the same;
- (c) expeditiously take action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem (provided that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute); and
- (d) provide prompt notice to the other Party of the cessation of the Force Majeure event or condition giving rise to its excuse from performance.

X. REPRESENTATIONS AND WARRANTIES

10.1 Amply Representations and Warranties. Amply represents and warrants to Customer as of the Effective Date as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) it has or will have all corporate authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, including any law, rule, regulation, order or the like governing the production and/or sale of electricity, and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by general principles of equity or bankruptcy, insolvency or similar laws affecting creditors' rights and the enforcement of rights generally;
- (d) there are not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and
- (e) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

10.2 Customer Representations and Warranties. Customer represents and warrants to Amply as of the Effective Date as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) it has all corporate authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, and the Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms except as the enforcement thereof may be limited by general principles of equity or bankruptcy, insolvency or similar laws affecting creditors' rights and the enforcement of rights generally;

(d) there are not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(e) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and

XI. DEFAULT

11.1 Event of Default. Except to the extent excused due to an event of Force Majeure in accordance with Article IX, an event of default (“*Event of Default*”) shall be deemed to have occurred with respect to a Party (the “*Defaulting Party*”) upon the occurrence of one or more of the following events:

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice is received by the Party failing to make such payment;

(b) any representation or warranty made by such Party in Article X is false or misleading in any material respect, provided that (i) if the misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur only if the misrepresentation or breach of warranty is not remedied within thirty (30) days after notice; and (ii) if the misrepresentation or breach of warranty is not capable of a cure, but the non-Defaulting Party’s damages resulting from the inaccuracy can reasonably be ascertained, an Event of Default will be deemed to occur only if the payment of such damages is not made within ten (10) Business Days after a notice of such damages is provided by the non-Defaulting Party to the Defaulting Party;

(c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) days after notice, provided that such thirty (30) day period shall be extended for up to an additional ninety (90) days if such Party reasonably commences the cure of such failure and diligently pursues the same; and

(d) such Party becomes the subject of a Bankruptcy Event.

XII. TERMINATION

12.1 Conditions Precedent to Amply’s Obligations. During that period that ends ninety (90) days after the Effective Date, Amply may terminate this Agreement effective upon notice to Customer, and without further liability or damages, upon the occurrence of any of the following events:

(a) Amply’s failure to secure any of the Permits;

(b) Amply’s determination, in its reasonable discretion after discovery of unforeseen conditions pursuant to Section 3.4, that the Charging Facility Area does not meet minimum necessary standards for hosting the Charging Equipment.

12.2 Early Termination Due to Material Changes. Amply will have the right to suspend and/or terminate this Agreement, prior to the end of the Term, upon one or more of the following: (a) if a court or administrative order has the effect of subjecting the provision the Charging Equipment and/or the Operation and Maintenance Services to federal or state regulation of prices and/or service, (b) if Customer’s load profile, rate tariff, and/or Local Utility changes the manner in which Customer’s rate structures and demand charges are calculated and such change materially and adversely affects Amply, (c) if Amply is unable to maintain any of the Permits, (d) if a supplier of Charging Equipment components to Amply is forced into bankruptcy or otherwise is unable to provide supplies to Amply, or (e) if there is a change to Customer’s credit rating that may detrimentally impact the Parties’ ability to perform their respective obligations hereunder, as reasonably determined by Amply. Upon termination under this Section 12.2, Amply will provide written notice to Customer, without any further liability to Customer thereafter.

12.3 Termination Due to Extended Force Majeure. This Agreement may be terminated by either Party if a Party's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than twelve (12) consecutive months. Termination of this Agreement pursuant to this Section 12.3 shall not be considered a termination due to an Event of Default or require the payment of damages by either Party. Following such termination, both Parties will be released from any further liability under this Agreement except that Customer shall pay Amply for any Charging Equipment received by Customer prior to termination.

12.4 Termination Due to Event of Default. Upon the occurrence of an Event of Default, the non-Defaulting Party may immediately terminate this Agreement. In the event of a termination according to this Section 12.4, the non-Defaulting Party may, in addition to any other remedy available at law or in equity, recover its direct costs and expenses, subject to the limitations set forth in this Agreement.

12.5 Termination Due to COD Delay. If Amply has failed to declare COD within twelve (12) months of the Target Commercial Operation Date, Customer may immediately terminate this Agreement.

12.6 Customer Termination for Convenience. Prior to the end of the Term, Customer may terminate this Agreement. In the event of such a termination, Customer shall pay to Amply the Convenience Cancellation Charge. The Parties agree that the Convenience Cancellation Charge is a liquidated damage and is reasonable compensation to Amply for damages due to the cancellation, which are difficult to ascertain precisely in advance. Payment of the Convenience Cancellation Charge shall be made by Customer within thirty (30) days of receipt of an invoice, and shall be Amply's sole and exclusive remedy for Customer's cancellation of this Agreement according to this Section 12.6.

XIII. LIMITATIONS ON LIABILITY

13.1 No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE DAMAGED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

13.2 Aggregate Limit of Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, INCLUDING NON-PAYMENT INTEREST, LIABILITY FOR INDEMNIFICATION, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT PRICE.

13.3 Damage to Property. Except where caused by the other Party's negligence or willful misconduct, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it, and each Party hereby releases the other Party from any reimbursement for such damage or destruction.

XIV. INDEMNIFICATION

14.1 Indemnification. A Party to this Agreement (the "*Indemnifying Party*") shall indemnify, defend and hold harmless, the other Party, its Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "*Indemnified Party*") from and against any and all losses related to injury to persons or damage to property (but not loss of use) arising out of or resulting from the Indemnifying Party's negligence, breach of, or the performance or non-performance of its obligations under, this Agreement (including reasonable attorneys' fees, but excluding any losses for which liquidated damages are explicitly provided for pursuant to this Agreement) ("*Indemnified Losses*"); provided, however, that no party shall be indemnified hereunder for any Indemnified Loss to the proportional extent arising from its own negligence, fraud, or willful misconduct.

14.2 Indemnification Procedures. Any Indemnified Party seeking indemnification under this Agreement for any Indemnified Loss shall give the Indemnifying Party notice of such Indemnified Loss promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Indemnified Loss in reasonable detail and shall indicate the amount (estimated if necessary) of the Indemnified Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice. In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party shall assume the defense at the Indemnifying Party's expense and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it (i) may result in injunctions or other equitable remedies with respect to the Indemnified Party which would affect its business or operations in any materially adverse manner, (ii) may result in material liabilities which may not be fully indemnified hereunder or (iii) may have a material adverse effect on the business or the financial condition of the Indemnified Party (including a material adverse effect on the tax liabilities, earnings, ongoing business relationships or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full. Subject to the immediately preceding sentence, neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed.

XV. INSURANCE

15.1 Insurance. At all times during the Term of this Agreement, each Party shall maintain insurance coverage commensurate with each Party's scope of performance under this Agreement. Customer shall maintain at its own expense insurance policies for the Charging Equipment and its tangible assets at the Charging Facility Area.

15.2 Insurance No Limit to Liability. No requirement for insurance imposed on a Party by this Agreement is intended, or shall be construed, as a limit of liability of such Party under this Agreement.

XVI. ASSIGNMENT

16.1 General. Except as stated in this Article XVI, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment of this Agreement in violation of the foregoing shall be void and unenforceable.

16.2 Amly Permitted Assignment for Financing. Amly may, without the prior consent of Customer, transfer, pledge, encumber or assign this Agreement or the account, revenues or proceeds hereof, to any Financing Party of Amly in connection with any financing or other financial arrangements. Notwithstanding any such transfer, pledge, encumbrance or assignment, Amly shall not be released or discharged from and shall remain liable for any and all obligations to Customer arising or accruing hereunder prior to such transfer, pledge, encumbrance or assignment.

16.3 Successors and Assigns. This Agreement and all provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

XVII. CONFIDENTIALITY

17.1 Confidentiality. "*Confidential Information*" means information, whether oral or written, that is delivered, disclosed or learned by a Party relating to the subject matter of this Agreement, including (i) proposals and negotiations concerning this Agreement, (ii) the terms of this Agreement, (iii) invoices and other supporting material provided pursuant to this Agreement or associated therewith or (iv) information that either Party stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other Party. Confidential Information does not include information that (w) is or becomes generally available to the public other than as a result of acts or omissions by the Party receiving it hereunder, (x) was in the rightful possession of the receiving Party on a non-confidential basis (other than in connection with the negotiation of this Agreement) prior to its disclosure by the providing Party to the

receiving Party, (y) becomes available to the receiving Party from a source other than the providing Party, provided, that such source is not bound by a confidentiality obligation, directly or indirectly, to the providing Party, (z) is independently developed by receiving Party without use or reliance upon the providing Party's Confidential Information. The Parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that Party uses to protect its own non-public, confidential or proprietary information, and otherwise in accordance with the provisions of this Section 17.1. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any Person the Confidential Information without the prior written consent of the Party providing the Confidential Information, except a receiving Party may disclose the Confidential Information to its board members, officers, employees, agents, consultants, potential investors and lenders who are confidentially bound to the receiving Party and have a need for such Confidential Information. In the event that any Party receiving the Confidential Information becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, regulatory requirement, civil investigative demand or similar process) to disclose any of the Confidential Information, the legally compelled Party shall give the Party providing the Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this Section 17.1, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of this Section 17.1, whether a claim is based in contract, tort or otherwise. The Parties agree that the respondent in any action for an injunction, specific performance decree or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. Under no circumstances will either Party's directors, management, employees, agents or consultants be individually liable for any damages resulting from the disclosure of Confidential Information in violation of the terms of this Agreement.

17.2 Public Announcements. Neither Party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the other Party's prior written approval, such approval not to be unreasonably withheld.

XVIII. INTELLECTUAL PROPERTY

18.1 Acknowledgement of Ownership. All intellectual property rights, including (i) the Amply Software; and (ii) any intellectual property created by Amply for this Agreement relating to software, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, reports, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Amply in the course of providing the Operation and Maintenance Services or Amply Software (collectively, the "**Deliverables**") shall be owned by Amply.

18.2 License Grant. Subject to and conditioned on Customer's compliance with all other terms and conditions of this Agreement, Amply hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Intellectual Property Rights in the Deliverables, solely for the purposes of this Agreement, during the Term.

18.3 License Restrictions. Customer shall not, and shall not permit any other Person to:

- (a) copy any Intellectual Property Rights in the Deliverables;
- (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Intellectual Property Rights in the Deliverables;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Intellectual Property Rights in the Deliverables to any third party;

(d) reverse engineer, disassemble, decompile, decode, or adapt the Intellectual Property Rights in the Deliverables, or otherwise attempt to derive or gain access to the source code of any related software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in any Intellectual Property Rights in the Deliverables;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms, warranties, disclaimers, or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of Intellectual Property Rights in the Deliverables;

(g) use the Intellectual Property Rights in the Deliverables in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any Person, or that violates any Applicable Law;

(h) use any Intellectual Property Rights in the Deliverables for purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Amply's detriment or commercial disadvantage;

(i) use any Intellectual Property Rights in the Deliverables in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of any Intellectual Property Rights in the Deliverables could lead to personal injury or severe physical or property damage; or

(j) use the Intellectual Property Rights in the Deliverables in any manner or for any purpose or application not expressly permitted by this Agreement.

18.4 Limited License from Customer. Customer hereby grants to Amply a non-assignable, non-transferable, and non-exclusive license to use the Customer's 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 Amply to provide the Charging Equipment, the Operation and Maintenance Services and Amply Software. Amply shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Operation and Maintenance Services and Amply Software any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Operation and Maintenance Services or use of the Amply Software.

XIX. MISCELLANEOUS

19.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, with respect to the subject matter hereof.

19.2 Waiver. Any waiver of the provisions of this Agreement must be in writing and signed by the Party providing such waiver and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by either Party shall constitute a waiver of any other right or remedy of such Party contained herein or provided by Applicable Law. Except as otherwise provided in this Agreement, no delay or failure to exercise, or partial exercise, by a Party of any right or remedy under this Agreement shall limit or otherwise affect such right or remedy. Any waiver of performance by a Party hereunder shall be limited to the specific performance waived by such Party and shall not constitute a continuous waiver or a waiver of future performance, unless otherwise provided in writing signed by such Party.

19.3 Governing Law; Choice of Jurisdiction. This Agreement shall be governed by the laws of the State of California, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction.

19.4 Dispute Resolution; Waiver of Jury Trial. The Parties hereby submit to the exclusive jurisdiction of the United States District Court for the Northern District of California, or, if such court does not have subject matter jurisdiction, the state courts located in San Francisco, State of California. Each Party irrevocably submits to the exclusive jurisdiction of such court over any action, suit or proceeding arising out of or relating to this Agreement. Each Party hereby waives any objection that it may have to the venue of such action, suit or proceeding in such court or that such suit, action or proceeding in such court was brought in an inconvenient court and agrees not to plead or claim the same. Each Party further agrees that such court shall have *in personam* jurisdiction over each of them with respect to any such dispute, controversy, or proceeding. The Parties submit to the jurisdiction of said court and waive any defense of *forum non conveniens*. IF PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE UNDER THIS AGREEMENT AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

19.5 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises in connection with this Agreement, this Agreement shall be construed as if drafted jointly by the Parties.

19.6 Headings. The titles and headings of the Sections, Articles and Exhibits are intended solely for ease of reference and shall not modify, or be used in the interpretation or construction of, any provision of this Agreement.

19.7 Status of the Parties. Amply shall be an independent contractor to Customer with respect to the obligations hereunder, and neither Amply, nor any of its subcontractors, employees, representatives or agents, shall be deemed to be the subcontractors, employees, representatives or agents of Customer in connection with any matter relating to this Agreement. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

19.8 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties and their successors and permitted assigns and, except as otherwise provided in this Agreement, no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim, in connection with this Agreement.

19.9 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary to complete performance by such Party under this Agreement and to effectuate the purposes and intent of this Agreement.

19.10 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.

19.11 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this Agreement invalid, illegal or unenforceable. The Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible with respect to the transactions contemplated by this Agreement.

19.12 Counterparts. This Agreement may be executed in separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

19.13 Subcontractors. Amply is permitted to use subcontractors to perform its obligations under this Agreement. Amply will be responsible for all work performed by subcontractors to the same extent as if such work was performed by Amply.

19.14 Writing. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective when received. Notice by overnight United States mail or courier shall be effective

on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith. Notices shall be addressed to each Party as noted on the signature page of this Agreement.

19.15 Survival. The following Sections shall survive termination of this Agreement: Section 5.3, 5.4, 5.6, Article 6, Article 13, Article 14, Article 17, Article 18, Article 19.

19.16 Definitions.

“*Affiliate*” means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition, the term “control” (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of a Person through ownership of voting securities, by contract or otherwise.

“*Agreement*” has the meaning set forth in the preamble to this Agreement and shall include all Exhibits.

“*Amplify*” has the meaning set forth in the preamble to this Agreement.

“*Amplify Marks*” has the meaning set forth in Section 5.3(e).

“*Amplify Software*” means any software provided by Amplify for use in connection with Amplify’ performance under this Agreement, including without limitation the software described in Exhibit D.

“*Applicable Law*” means any applicable constitution, charter, act, statute, law (including common law), ordinance, code, standard, rule, regulation, judgment, decree, writ, order, Permit, or the like, as any of the foregoing may change from time to time, of any Governmental Authority.

“*Bankruptcy Event*” means, with respect to a Person, (a) a voluntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of such Person or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Person or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of sixty (60) or more days or an order or decree approving or ordering any of the foregoing shall be entered, (b) if such Person makes a general assignment for the benefit of its creditors, or (c) if such Person files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts.

“*Business Day*” means any calendar day other than a Saturday, Sunday or federal holiday in the state where the Charging Facility Area is located.

“*Charging Equipment*” means the electric vehicle charging equipment to be purchased by Customer as further described in Exhibit D.

“*Charging Equipment Fee*” means the amount set forth in Exhibit A.

“*Charging Facility Area*” has the meaning set forth in Section 2.1.

“*Charging Facility Area Preparation*” has the meaning set forth in Section 2.1.

“*Change in Law*” means the enactment, adoption, promulgation, modification (including a written or oral change in interpretation by a Governmental Authority) or repeal of any Applicable Law of the United States of America or of the state where the respective Charging Facility Area is located (or any county or local jurisdiction in such location), following the Effective Date, that affects Amplify’s obligations under this Agreement; provided, however, that Change in Law shall not include any change in any Applicable Law (a) regarding immigration, taxes, employment or corporate organization or qualification to do business, or (b) enacted prior to the Effective Date that becomes effective on or after the Effective Date.

“**Commercial Operation**” means that Amply has satisfied the following conditions: (a) ninety percent (90%) or more of the Charging Equipment has been installed and commissioned for regular operation; and (b) Amply has delivered a notice of commercial operation to Customer.

“**Commercial Operation Date**” or “**COD**” means the date on which the conditions to Commercial Operation of the Charging Equipment have been satisfied.

“**Confidential Information**” has the meaning set forth in Section 17.1.

“**Contract Price**” has the meaning set forth in Section 6.1.

“**Convenience Cancellation Charge**” means a fee equal to: (i) before COD, Amply’s demonstrable hard costs and expenses expended in furtherance of procurement and installation of the Charging Equipment plus a fee equal to fifteen percent (15%) of such demonstrated costs and expenses; or (ii) after COD, any outstanding balance for the Charging Equipment Fee, plus ten cents (\$0.10) per kW-h multiplied by the Monthly Minimum Power through the end of the Term.

“**Customer**” has the meaning set forth in the preamble to this Agreement.

“**Customer-Caused Delay**” has the meaning set forth in Section 3.7.

“**Defaulting Party**” has the meaning set forth in Section 11.1.

“**Deliverables**” has the meaning set forth in Section 18.1.

“**Delivered Power**” means the total quantity of electrical power (alternating current) generated by the Charging Equipment and received by Customer at the Delivery Point as measured by Meters at the Delivery Point.

“**Delivery Point**” means the point of connection between the Charging Equipment and the electric vehicle(s) at which the Delivered Power will be delivered to, and received by, the electric vehicle(s).

“**Effective Date**” has the meaning set forth in the preamble to this Agreement.

“**Environmental Attributes**” has the meaning set forth in Section 5.6.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Financing Party**” means any and all third party lenders, security holders, note or bond holders, lien holders, investors, equity providers, leveraged lease providers, holders of indentures, security agreements, mortgages, deeds of trust, pledge agreements and providers of swap agreements, interest rate hedging agreements, letters of credit and other documents evidencing, securing or otherwise relating to the construction, interim or long-term financing or refinancing of the Charging Equipment, Amply or any of its Affiliates, and their successors and assigns, and any trustees or agents acting on their behalf.

“**Force Majeure**” means any events that occur subsequent to the Effective Date and before the termination or expiration of the Term of this Agreement and that delay or prevent a Party’s performance of its obligations under this Agreement, but only to the extent that (i) such event of Force Majeure is not attributable to fault or negligence on the part of that Party, (ii) such event of Force Majeure is caused by factors beyond that Party’s reasonable control and (iii) despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences. Force Majeure shall in any event include the following:

- (a) failure or interruption of electrical service by the Local Utility;

- (b) acts of God such as storms, hurricanes, floods, lightning, fire, explosion, quarantine, earthquakes, volcanic eruptions or other natural disasters;
- (c) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- (d) war, riot, epidemic, acts of a public enemy or other civil disturbance;
- (e) strike, walkout, lockout or other significant labor dispute; or
- (f) action or inaction of a Governmental Authority (including any Change in Law) that prevents operation of the Charging Equipment or prevents the Operation and Maintenance Services.

“Good Industry Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric power industry, including those that would be followed by a prudent operator of electric vehicle charging equipment similar to the Charging Equipment, or a prudent provider of software similar to the Amply Software, during the relevant time period. Good Industry Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region and industry.

“Governmental Authority” means (a) any international, foreign, federal, state, county, district, provincial or municipal government or political subdivision thereof, (b) any legislature or court or judicial body, (c) any authority, agency, tribunal, commission, board or department connected to any such entities or institutions exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (d) any regulation or rule-making entity, or (e) any Person acting under the authority of any such entity set forth in clause (a), (b), (c) or (d), in each case, to the extent having jurisdiction over the Charging Facility Area, or any of the Parties or their respective Affiliates.

“Indemnified Losses” has the meaning set forth in Section 14.1.

“Indemnified Party” has the meaning set forth in Section 14.1.

“Indemnifying Party” has the meaning set forth in Section 14.1.

“Intellectual Property Rights” has the meaning set forth in Section 18.1.

“kW-h” means kilowatt hour.

“Liens” means any lien, pledge, mortgage, security interest, deed of trust, charge, claim, hypothecation, attachment or other encumbrance of any kind, whether or not filed, recorded or otherwise perfected or effective under Applicable Law, or any preferential arrangement having the practical effect of constituting a security interest with respect to the payment of any obligation with, or from the proceeds of, any asset or revenue of any kind, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, and any consignment, or bailment having substantially the same effect as any of the foregoing relating to such asset, including materialmen’s, laborers’, mechanics’, subcontractors’ and vendors’ liens.

“Local Utility” means the local electric utility providing electrical service to the Charging Facility Area.

“Meters” has the meaning set forth in Section 4.3.

“Monthly Minimum Power” means the amount set forth in Exhibit A.

“Operation and Maintenance Services” has the meaning set forth in Section 1.1.

“Outside Commercial Operation Date” means twelve (12) months after the Target Commercial Operation Date.

“Party” or **“Parties”** has the meaning set forth in the preamble to this Agreement.

“Permits” has the meaning set forth in Section 3.5.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Planned Outages” means periods during which the Charging Equipment is taken offline for scheduled maintenance, on those dates determined by Amply and Customer pursuant to Section 4.4.

“Remedial Action Plan” has the meaning set forth in Section 3.2.

“Target Commercial Operation Date” has the meaning set forth in Exhibit C.

“Term” has the meaning set forth in Section 1.2.

“Unplanned Outages” means unexpected periods during which a portion or all of the Charging Equipment is unavailable through no fault of Customer, the Charging Facility Area, the Local Utility or a Force Majeure.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Customer

Palermo United School District

By: _____
Printed Name:
Title:

Address for notice:

Palermo USD
7350 Bulldog Way
Palermo, CA 96968
Attn: Carlos Aguilar

AmPLY

AMPLY Power, Inc.

By: _____
Printed Name:
Title:

Address for notice:

AMPLY Power, Inc.
335 E Middlefield Blvd
Mountain View, CA 94043
Attn: Simon Lonsdale

EXHIBIT A

Contract Price and Payment Terms

I. CONTRACT PRICE

- A. Charging Equipment Fee. The Charging Equipment Fee shall be \$0.00
- B. Operation and Maintenance Services Fees. The cost Operation and Maintenance Services shall be an amount equal to ten cents (\$0.10) per kW-h, multiplied by the greater of: (x) 7,500 kW-h per month (the “*Monthly Minimum Power*”), or (y) the Delivered Power.

II. PAYMENT TERMS

- A. Charging Equipment Fee. Customer shall pay the Charging Equipment Fee (where applicable) on or before the date that is three (3) Business Days from the Effective Date.
- B. Operation and Maintenance Services. Amply shall invoice Customer for the Operation and Maintenance Services fee monthly in arrears. Customer shall pay each invoice within thirty (30) days from receipt thereof.
- C. Additional Terms.
 - 1. The PG&E EV Fleet program is expected to install new meter and electrical equipment and infrastructure. PG&E EV Fleet program is also expected to contribute a rebate to AMPLY for 50% of the EV charger cost. If PG&E EV Fleet program does not cover these expected costs, they will be Customer’s responsibility.
 - 2. CAPP funding is expected to contribute Infrastructure Funding. If CAPP Award funding does not cover the expected costs shown in the Proposal, they will be Customer’s responsibility.

EXHIBIT B
Charging Facility Area and Preparation Requirements

A. Charging Facility Area.

The location of the planned Charging Facility Area will be at:

7350 Bulldog Way, Palermo, CA 96968.



B. Charging Facility Preparation Requirements.

Customer shall allocate five (5) parking spaces that are to be the Charging Facility Area installation of the Charging Equipment and the parking/charging of the electric vehicles. Customer shall use best efforts to ensure that the Charging Facility Area spaces shall be contiguous to minimize cable runs and installation costs, and to facilitate maintenance and repair access.

EXHIBIT C
Milestone Schedule

Target Commercial Operation Date: TBD with Customer

The Target completion date is dependent on:

1. Signature by Customer on or before May 31, 2020
2. Completion of PG&E EV Fleet meter and equipment installation by May 31, 2020.

EXHIBIT D

Scope of Work

The Proposal signed between the parties constitutes the Scope of Work.

AMPLY Charging-as-a-Service **Option-A with CAPP Funding** **Palermo Unified School District**

School eBus Depot in Palermo, CA

Prepared for: Carlos Aguilar



AMPLY

March 25 2020

Contents

- 1 Executive Summary 3
- 2 Background 4
 - 2.1 PRE-INSTALLED EQUIPMENT 5
 - 2.2 PROPERTY ASSIGNMENT 5
 - 2.3 UTILITY 5
- 3 AMPLY Proposal 6
 - 3.1 ASSUMPTIONS 7
 - 3.2 AMPLY LOCAL EQUIPMENT 7
 - 3.3 AMPLY SERVICES 8
 - 3.4 AMPLIFY TECHNOLOGY PLATFORM 9
 - 3.5 DATA AND REPORTING 11
 - 3.6 OPERATIONS & MAINTENANCE 11
 - 3.7 AMPLY ENERGY AND CARBON PROGRAMS 12
 - 3.8 AMPLY DEMAND RESPONSE AND GRID SERVICES 12
- 4 Pricing 13
- 5 Commitment to AMPLY 15

1 Executive Summary

This Proposal from AMPLY Power, Inc. (“AMPLY”) to “Palermo Unified School District” (“PUSD”) is to provide electric bus managed charging to give fixed-price ‘electric fuel’ costs and to provide real-time monitoring and management of the EV chargers (Electric Vehicle Supply Equipment “EVSE”) at the PUSD bus depot located at 7350 Bulldog Way Palermo, CA 96968.

AMPLY can reduce the charging services costs, for those vehicles receiving Rural School Bus Pilot Project (RSBPP) and Butte County Air Quality Management District (BCAQMD) CAPP funding to provide a turn-key charging service including: project management, real-time monitoring and management, energy and carbon credit management of LCFS (Low Carbon Fuel Standards) and other energy programs.

The Proposal from AMPLY is priced to PUSD at an all-in price of **\$0.1000 per-kWh** with no money down from the school district, outside of the BCAQMD CAPP infrastructure funding that is assumed to flow from BCAQMD through the school to cover AMPLY’s equipment and installation costs. The Proposal includes 4 new BTC Power EVSE, planning and installation, rewiring an existing Clipper Creek non-networked EVSE to the new PG&E service, and rewiring an existing BTC Power EVSE to the new PG&E service and network connecting this existing BTC Power EVSE and the new BTC Power EVSE to the AMPLIFY system.

AMPLY is focused and dedicated to solutions for managed charging and EV charging-as-a-service for electrified fleets, and we look forward to working with PUSD and discussing this proposal.

Best Regards,

Simon Lonsdale
Co-founder, head of sales and strategy
AMPLY Power, Inc.
335 E Middlefield Blvd, Mountain View, CA 94043
Simon@AMPLYPower.com mobile: 650-533-1862

AMPLY Power, Inc. is a California registered Small Business Enterprise (SBE #2015505), Small Business Enterprise for Public Works (SBE-PW #2015505), and California Dept of Industrial Relations (CADIR # PW-LR-1000419377).

2 Background

PUSD has successfully bid and been awarded RSBPP grant funding for five (5) battery-electric school buses (eBuses), consisting of four (4) eLION Type-C eBuses and one (1) Type-A eBus (brand TBD).

Before all the eBuses arrive, PUSD needs to plan and deploy appropriate EV charging facilities at the parking location of the eBuses, so that they can be re-charged between the to- and from-school shifts that operate every school day.

As part of that planning, AMPLY is pleased to provide this proposal on our EV charging as a service offering, to make “zero emissions, zero worries” for the school district.

The location of the planned Charging Facility Area will be at:

“Depot” or “Site” address	7350 Bulldog Way Palermo, CA 96968
---------------------------	------------------------------------



2.1 Pre-Installed Equipment

PUSD currently has pre-installed EV charging equipment for two (2) buses. There are two pre-existing EVSE installed: one (1) Clipper Creek non-networked EVSE and one (1) BTC Power EVSE.

The project includes re-wiring both EVSE to connect to the new PG&E CEV service from the new electrical panel.

2.2 Property Assignment

PUSD will need to allocate five (5) parking spaces that are to be the Charging Facility Area for the new eBuses to park and charge. Ideally, all five (5) spaces are next to one another, co-located to minimize cable runs, install costs, and any maintenance/repair access.

2.3 Utility

The Utility company providing power to the school district at this location is PG&E.

PG&E has launched a program to encourage the adoption of electric fleet vehicles such as these, called PG&E's EV Fleet Program. AMPLY has a good and on ongoing working relationship with PG&E and with the PG&E EV Fleet Program team.

The PG&E grant funding includes up to \$4,000 per eBus for infrastructure and a 50% rebate on chargers up to \$15,000. AMPLY will be making use of these infrastructure funds as well as the BCAQMD CAPP funds if awarded to PUSD to reduce the cost of the EV charging service being offered to the school. AMPLY has a good and an ongoing working relationship with the PG&E and the team administering the school bus awards.

3 AMPLY Proposal

AMPLY Power, Inc. (“AMPLY”) proposes to be the turnkey charging services provider for PUSD at 7350 Bulldog Way Palermo, CA 96968. This offer is designed to give PUSD the ability to operate a total of five (5) new battery-electric school buses (eBuses), without needing to provide capital expense to deploy and manage charging infrastructure. Our team of diverse and experienced industry experts will remove the complexity from PUSD to internally manage construction and operation of the needed EV charging infrastructure.

PUSD can have peace of mind on performance and reliability of this new charging equipment, no upfront costs, and a known forecast of on-going charging and energy costs. Additionally, since AMPLY is billing PUSD on a per-kWh usage basis, our interests are well-aligned (i.e. AMPLY does not get paid unless the equipment is operational and eBuses are fully charged each morning).

This 5-year term offer (the “Full Term”) is an all-inclusive services bundle consisting of the following components:

- Working with PG&E to ensure adequate new electrical service for the eBuses, provided under the PG&E EV Fleet Program
- Capital expenditures (CAPEX) required for new electrical service and complete construction of electric vehicle service equipment (EVSE) infrastructure
- Project management, EPC (Engineering, Procuring, Construction) to bring the depot to commercially operating status, including coordination of efforts from PG&E
- Installation of four (4) AC Level2 network chargers, one per eBus to allow quick charging daytime and over-night
- BCAQMD grant award for eBus infrastructure is expected to cover the Capital and Project Management expenditures for four new (4) AC Level2 network chargers for a total of (5) BTC chargers including the one (1) existing BTC charger in section 2.1
- Energy dispensed by the chargers during the Full Term
- Charge management software (AMPLIFY), real-time monitoring, reporting and alerts of charging equipment
- Integration to the eBus telematics system (where applicable) to provide additional real-time information for charging scheduling and state-of-charge of the eBus batteries
- Operations and maintenance of charging equipment for the duration of the Full Term

3.1 Assumptions

- PG&E’s EV Fleet Program rate on a dedicated utility meter for the Full Term;
- PG&E’s EV Fleet Program covers 100% costs for new service drop (if required), for transformer (if required), for utility switchgear and meter
- Monthly kWh consumed at the facility is based on 50 miles per vehicle, per day, 5-days a week – equivalent to 1,500 kWh per vehicle per month. With five (5) vehicles, this leads to an expected 7,500kWh per month minimum consumed energy.
- The eBuses would be plugged in while they are parked at the Charging Facility Area, and AMPLY would charge the eBuses such that they were charged by the time the next shift begins. For this proposal we are assuming the buses would be plugged in, at a minimum from 08:30 to 14:00 and from 16:30 to 06:30. They may be plugged in longer than this.
- The maximum power required to charge all the eBuses to the schedule would be 80kW.
- Depot and eBus parking spaces are available and in suitable condition to last 5-years, no re-striping of parking area required.
- Prevailing wage requirements may be required on the contractor and sub-contractors for the deployment of this project.

3.2 AMPLY Local Equipment

AMPLY will provide appropriate EVSE equipment to execute upon this agreement. The equipment consists of:

Qty	Part	Description
1	AMP-SC	AMPLIFY Site Controller
4	BTC	EV Charger: Dependent on final eBus configuration this Proposal will deploy either: BTC Power 70A AC Level2 16.8kW (EVP-2001-70-P-0001) Wallbox Charger (compliant to OCPP open protocol)

This equipment is provided, as part of the AMPLY CaaS solution. The Equipment is owned by the school through, RSBPP and BCAQMD funding that the school has been awarded, and the equipment is operated and under the control of AMPLY.

Upon termination of the agreement, at the end of the Term, the school district can select to: (a) extend with new terms, or (b) retain the equipment and continue without AMPLY’s services. The EV Chargers will continue to operate, as ‘dumb’/non-connected chargers or may be connected to another charging network through the OCPP open protocol.

3.3 AMPLY Services

Qty	Part	Description
1	AMP-PM	Project Management services from discovery, through development of the project, and deployment, until COD (Commercial Operations Date)
1	AMP-EPC	EPC (Engineering, Procurement, Construction), planning and permitting for the Charging Facility Area, and interconnect to utility service
4	AMP-INST	Installation of EVSE
5	AMP-CONF-bbb	eBus telematics configuration and setup to AMPLIFY
5	AMP-CONF-ccc	Charger configuration and setup to the AMPLIFY platform
5	AMPS	License to access AMPLIFY Customer Portal & Reports; utility billing mgmt; 24x7 monitoring, issue tracking and resolution services

AMPLY provides end-to-end project management for the planning, deployment and go-live (COD: Commercial Operations Date), including working with the Utility company and the Local Authorities Having Jurisdiction (AHJ's) to gain all relevant permits.

PUSD will have access to the Customer Portal within AMPLIFY (described below) for the Term.

3.4 AMPLIFY Technology Platform

AMPLIFY provides a managed EV charging service (software cloud-based technology, backed by AMPLY service personnel) to

- enhance reliability of the EV chargers and the EV charging process
- optimize to ensure e-fueling of every vehicle every day
- minimizing e-fuel cost of energy through time-of-use business rules, demand charge management, and energy market signals
- drive visibility to the uptime of vehicles and chargers
- proactive monitoring and notification of vehicle plug-ins, working chargers, and charging operations
- reporting in real-time and summary form on e-fuel activities and costs

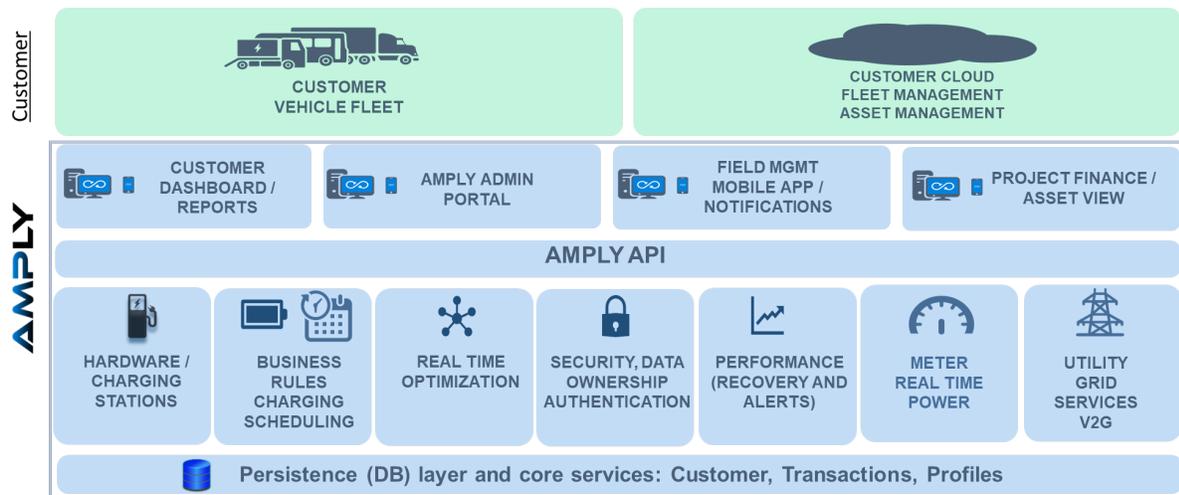


Figure 2: AMPLIFY Architecture of EV CaaS technology platform

AMPLIFY is the real-time technology platform providing second-by-second oversight on the operational integrity of the charging depot and of the adherence to the Business Rules for energy optimization, offset with decision making to correct for variances from charging plan.

AMPLIFY is a cloud-based, multi-tenant system that allows AMPLY to monitor our customer fleets, with the security of individual customer encryption and customer data ownership. The AMPLIFY system includes a dashboard allowing the fleet operator to view in real-time the EV charging processes in action, day or night. It can be viewed from any web browser and is optimized for mobile devices such as iPad to allow a roaming supervisor to get up-to-the second information while on the move.



Figure 3a, 3b, 3c: AMPLIFY Fleet and Operations Dashboard

Charging Process: EV re-charging is performed over-night and during the mid-day rest period of the eBuses. AMPLIFY’s business rules will be architected to coincide with the cheapest time-of-use rates, while simultaneously minimizing demand charge amounts monthly and ensuring that the vehicles required state-of-charge (SOC) is reached before starting the next shift. The AMPLIFY business rules will stagger the charging load (wherever possible) to minimize (a) the peak demand charge, and (b) the capacity impact on the utility grid.

If requested, AMPLY can also add a rule to optimize charging to allow for the most carbon-neutral energy to be used for e-fuel (i.e. charge when the energy in the grid is most green), and, additionally, AMPLY can supply (at nominal cost) renewable energy credits to offset the CO₂-equivalence of the electricity being supplied to the fleet.

3.5 Data and Reporting

Reporting example:

Amplify Sample Report May1-May31 2019 [REDACTED]

Department ID	Department Name	Vehicle	Vehicle ID	kWh's	\$	Admin Charge	Total \$
200600	GSA PARR M.V.D.	2002 Toyota Prius	14001243	222	\$61.05	\$1.93	\$62.98
		2015 Nissan Leaf	14003255	24	\$6.60	\$0.20	\$6.80
		2018 Chevrolet Bolt EV	14003618	23	\$6.33	\$0.19	\$6.52
	Total			269	\$73.98	\$2.22	\$76.20
260102	CDA - AGR'L COMMISSIO.	2018 Chrysler Pacifica Hy...	14003603	22	\$6.05	\$0.18	\$6.23
		Total		22	\$6.05	\$0.18	\$6.23
320100	SOC SERV WELFARE ADMIN	2006 Honda Civic Hybrid	14002317	23	\$6.33	\$0.19	\$6.52
		2019 Chevrolet Bolt EV	Null	99	\$27.23	\$0.82	\$28.05
			14003719	19	\$5.23	\$0.16	\$5.39
			14003745	145	\$39.88	\$1.20	\$41.08
	Total			286	\$78.67	\$2.37	\$81.04
350106	HCSA- AGENCY HOMELES.	2019 Chevrolet Bolt EV	14003744	199	\$54.73	\$1.64	\$56.37
		Total		199	\$54.73	\$1.64	\$56.37
351101	ENVIRONMENTAL HEALTH.	2016 Nissan Leaf	14003343	143	\$39.33	\$1.18	\$40.51
		Total		143	\$39.33	\$1.18	\$40.51
351111	ENVIRONMENTAL HLTH-INDIGENT HCS- OPERATIONS	2004 Chevrolet Cavalier	14002149	18	\$4.95	\$0.15	\$5.10
		2016 Nissan Leaf	14003334	199	\$54.73	\$1.64	\$56.37
		2017 Chevrolet Bolt EV	14003514	169	\$46.48	\$1.39	\$47.87
		2018 Chevrolet Bolt EV	14003615	459	\$126.23	\$3.79	\$130.02
		2018 Chrysler Pacifica Hy...	14003600	229	\$62.98	\$1.89	\$64.87
	Total			1,074	\$295.37	\$8.86	\$304.23
351131	ENVIRONMENTAL HLTH OPER HOUSEHOLD & SOLID MED WASTE	2012 Toyota RAV4EV	14002927	27	\$7.43	\$0.22	\$7.65
		2014 Ford Focus EV	14003193	0	\$0.00	\$0.00	\$0.00

Figure 4: AMPLIFY Report showing vehicle usage, by department, and actual cost allocations

AMPLIFY reports are based on data sources, including Vehicle data, Charger data, meter data, fleet management system (where applicable and integrated). Cost reporting is often key to our customers understanding how to budget and apportion costs of the fleet across sub-entities.

AMPLIFY generates reports and can automatically file the reports required by various government and utility funded programs. Specifically, AMPLIFY meets the data and reporting requirements of:

- RSBPP Infrastructure Funding (quarterly)
- CARB Low Carbon Fuel Standard (quarterly)
- PG&E EV Fleet Program (monthly)
- BCAWMD CAPP Funding (quarterly)

3.6 Operations & Maintenance

AMPLIFY communicates with every charger deployed remotely, through our AMPLIFY technology platform, and maintains a state-of-health check. Any failure (such as a circuit breaker trip and/or otherwise offline event) is automatically detected and a trouble ticket filed. If automatic triage is unable to determine a course of action, it is passed to AMPLIFY's Support team for manual triage and attempted resolution. If the issue cannot be remotely resolved, the trouble ticket is routed to AMPLIFY's Field Service department.

For on-site field service, AMPLY has a network of service technicians to perform on-call service. Additionally, AMPLY will maintain spares for common failure components in order to minimize downtime.

AMPLY provides complete warranty and repair during the Term, including parts and labor for repairs and faults, plus all preventative maintenance requirements of the equipment and replacement of wearable items (such as EVSE cable and nozzle).

3.7 AMPLY Energy and Carbon Programs

As a part of our service, AMPLY will collect and monetize Low Carbon Fuel Standard (LCFS) credits that can be generated from the electricity flowing to electric vehicles. LCFS is a California Air Resources Board administered ‘cap and trade’ program.

The chargers must be correctly registered with the LCFS program and with the appropriate LCFS pathway. Then, quarterly reporting is completed and submitted, pursuant to the terms and conditions of the program. This leads to the allocation of LCFS credits, which can then be held or sold by the acquirer.

The AMPLY Energy and Carbon Programs is included in this proposal and acts to subsidize the rate paid for energy by PUSD.

3.8 AMPLY Demand Response and Grid Services

AMPLY will work to create other energy and power revenue opportunities for PUSD that will reduce the per-kWh rate being paid, including the exploration of Demand Response and Grid Ancillary Services (“DR Programs”). These revenue opportunities will be proposed and will only be recommended where the service level of the vehicles being charged and ready for duty is not impacted. Any DR Program will only be implemented with a signed addendum to the agreement, showing the newly reduced rate for AMPLY CaaS services for the remainder of the Term, or the shared savings model to be implemented, dependent on the DR Program and terms negotiated.

4 Pricing

AMPLEY is pleased to provide a proposal to PUSD that provides the school district with a fully installed and operational Charging Facility Area, for the fixed cost, paid monthly in arrears, of **\$0.1000 per kWh (“AMPLEY CaaS”) for a 5 year term (the “Term”)**.

The table below provides a breakdown of how the AMPLY charging service fee is calculated.

Assumptions			
CAPP Award – Infrastructure Funding			-\$49,839
PG&E EV Fleet – EVSE Rebate			-\$19,488
PG&E EV Fleet- EV rebate for infrastructure			-\$16,000
Project Management			\$10,800
EV Charger equipment + warranty	Qty:4	\$9744	\$38,976
Site Controller and Configuration (eBus, Chargers)	Qty:1	\$10,000	\$10,000
Design & Permitting			\$5,000
Install			\$17,000
Sales Tax	7.25%		\$3,551
TOTAL (REQUIRING AMPLY FINANCING)			\$0 *
Rate Tariff (new meter)	“Rate Tariff”		PGE-CEV-S
Site-Level Peak Power Draw (kW)	“Max kW/month”		85 kW
Minimum facility energy consumed / month	“Min kWh/month”		7,500 kWh
AMPLEY Service Fees			
Including all OpEx and AMPLIFY services (5 EVSE, O&M, warranty, taxes)			\$0.0750 per kWh
Energy Programs and Carbon Credits (net of costs and mgmt.)			-\$0.1200 Per kWh
All-inclusive AMPLY managed energy (5 year term)			\$0.1450 per kWh
(DPGe equivalent to \$1.19 per gallon of diesel)	AMPLEY CaaS Total		\$0.1000 per kWh
	Fixed price for Term		PG&E Best
	(with Rate Tariff, Max kW/month and Min kWh/month)		Rate
			\$0.17399

NOTE: (*) AMPLY will be transparent to provide PUSD, PG&E and BCAQMD with actual upfront spending to bring the equipment and directly related services to operational readiness. The numbers represented in the above breakdown are not firm committed construction and install costs. BCAQMD funding, is expected to cover the setup costs, with PG&E rebate also assisting for 50% of EVSE costs. Details to be confirmed with PUSD.

The pricing assumes that the Project deployment, Charger equipment, and Install, can all be kept within the PG&E and BCAQMD allocated funding. The School district would submit AMPLY's quotation for funding for this amount to the PG&E and BCAQMD; the BCAQMD and PG&E would approve the quotation for payment; AMPLY would purchase equipment and invoice the school district; and the funds would be directed by the school district to pay the AMPLY invoice. NOTE: If permitting is not available through the funding, AMPLY will cover permitting costs.

The proposal assumes a minimum number of miles driven per month, which has been calculated to be below the expected usage. This minimum number of miles driven translates to a Minimum facility energy consumed/month ("Min kWh/month"), which for PUSD is **7,500** kWh/month across all 5 eBuses. Hence the minimum payment due each month is the AMPLY CaaS Total per kWh for this Min kWh/month commitment.

Finally, we have calculated that the AMPLY managed charging service rate quoted here, is equivalent to a Dollar Per Gallon equivalent (DPGe) rate of **\$1.19** per gallon when compared directly to the cost of diesel or gasoline, showing that the school is saving significantly versus the previous fueling costs, and within this DPGe price, is included all the infrastructure and operating costs of this electric fuel source (the chargers and infrastructure).