



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

To: Mayor and Council
 City of Dunwoody

From: J. Jay Vinicki
 Assistant City Manager

Thru: Eric Linton
 City Manager

Date: 29 November 2021

Subject: Electrical Vehicle Posts and City Facilities - Revised

Update

This item was discussed at the October 25, 2021, Mayor and Council meeting. Feedback at that meeting has been addressed and is included in this update. Staff recommends the original authorization with the following caveats.

1. The location at City Hall on the south side of the building has been discussed with the Police Department and has been cleared as an acceptable site. While police vehicles have parked there since the move to this City Hall, it is understood that the logistics of placing EV posts present a challenge and this site is the best available.
2. After consulting with Public Works, Georgia Power, and Envirospark, the original location of posts at the library will be moved off the curb. The site on the attached map labeled "preferred" is a less expensive option and staff recommends it over the "optional" choice.
3. Staff looked into placing posts across the street from Peronshal Park instead of in the park proper. There are numerous obstacles as even though the city will have some rights to that location, staff cannot recommend permanent installation of these on essentially private property though this program.

Action

To authorize the Mayor, City Manager, or designee to execute all documents necessary and proper with Georgia Power to install electrical vehicle posts at various city facilities and to designate Envirospark as the operator of all city electrical vehicle posts on ten years basis, with

Lynn Deutsch Mayor
Eric Linton ICMA-CM City Manager
Sharon Lowery CMC City Clerk

Villard "Ardy" Bastien City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6
 Packet page:...



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the ability of termination by the City with penalty, with both actions having no out of pocket costs to the City.

Summary

Staff seeks authorization to enter into agreements with Georgia Power and Envirospark to expand the current locations of electric vehicle (EV) Posts on city properties and consolidate operations of them under one vendor.

At the end of this process, there will be EV posts and the ability to expand at the following locations:

- Brook Run Park (some capacity currently exists)
- Dunwoody Nature Center (some capacity currently exists)
- City Hall
- Pernoshal Park
- Dunwoody Cultural Arts Center
- Dunwoody Nature Center (no new posts at this location)

There will be no direct out of pocket cost to the City as the installation will be paid for by Georgia Power through a grant. Envirospark will manage operations and charge users for electricity. The City will be reimbursed for all costs of electricity.

Details

Currently, the City has one EV post with two connections at both Brook Run Park and at the Dunwoody Nature Center. Georgia Power, through the Public Service Commission, has received funding for expansion of EV posts. In essences, Georgia Power will pay for the installation of posts and then one of their approved vendors will do the maintenance and operations after the fact.

Staff consulted with the current EV post management vendor who oversees the existing posts and also with another vendor on how the management of an expanded level of posts would be overseen. Both vendors are pre-approved by Georgia Power. Staff recommends changing to Envirospark, primarily because of local staff to the Atlanta area and a commitment to be the "on call" repair and maintenance individuals for damages of dysfunctional posts.

Staff is asking for authorization for the mayor and city manager to negotiate final contracts which do the following:

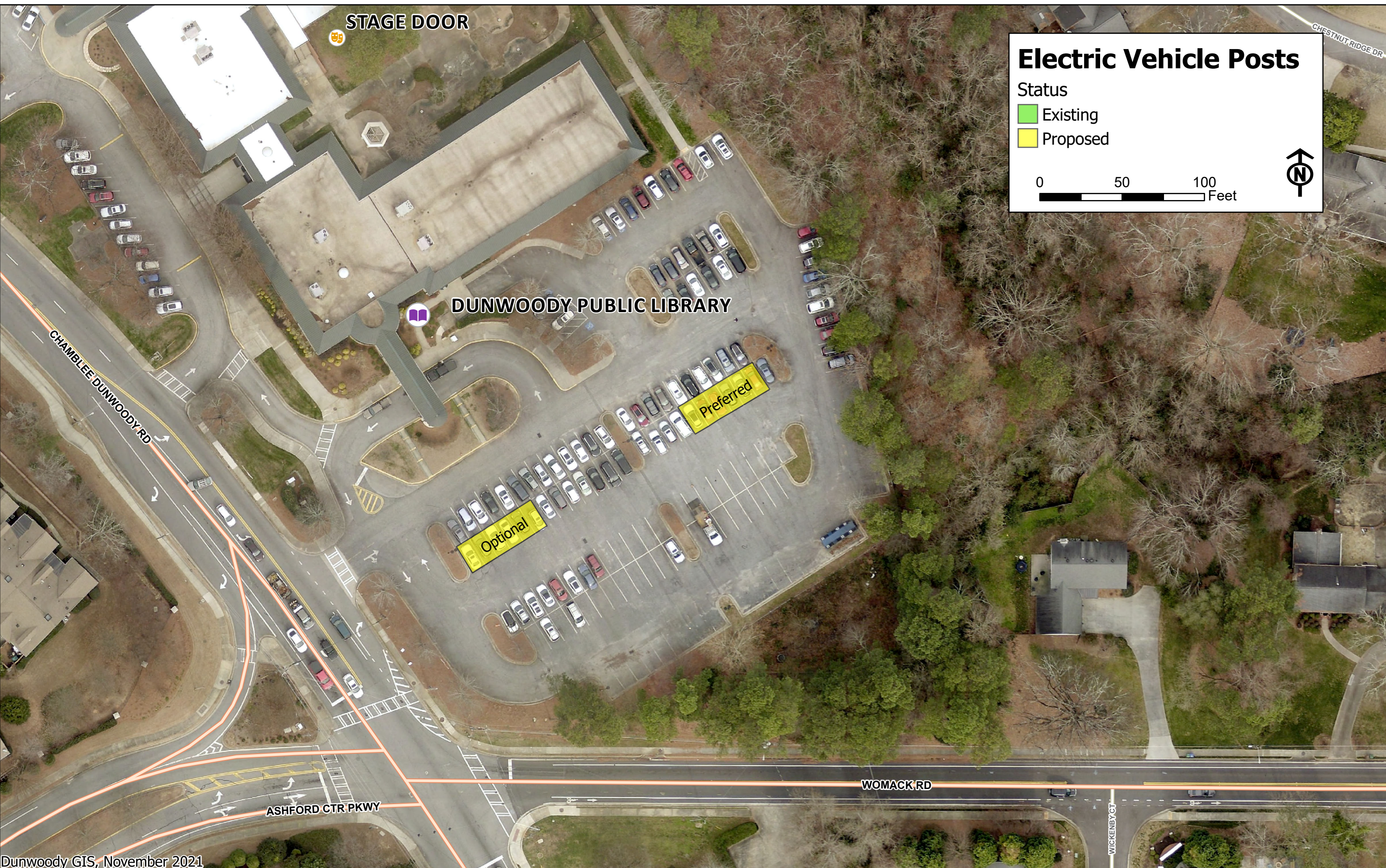


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- Four Make Ready Agreements (MRA) between Georgia Power and the City which will be built so they can be expanded:
 - The Arts Center will have three posts initially for six vehicles, expandable to six posts for twelve vehicles at a later date. Envirospark will do the install.
 - Pernoshal Park will have two posts initially for four vehicles, expandable to four posts for eight vehicles at a later date. Envirospark will do the install.
 - City Hall will have three posts initially for six vehicles, expandable to six posts for twelve vehicles at a later date. Stanton Electric will do the install.
 - Brook Run Park will expand from its current one post for two vehicles to six posts for 12 vehicles at four locations. Envirospark will do the install.
- The out-of-pocket costs for installation to the City will be zero. The spots have been picked based upon convenience to existing electric infrastructure and current parking. They may also change during installation should unforeseen circumstances occur. Because of limited parking, not all spaces will be labeled "EV only" but staff will make all effort to have this where practical.
- Five Services Agreements (SA) between Envirospark and the City which will manage the operations of the three new sites and also change the operations of the current Brook Run site and Nature Center site to Envirospark. In essence:
 - Envirospark will be the 24/7 contact on all operational issues.
 - Envirospark will be the entity which receipts all fees from the users and sets the rate.
 - Envirospark will reimburse the City for electricity being used in the process on a quarterly basis, so there will be no net cost for the City.
 - The contract with Envirospark will be for ten years to recoup total costs; however, the City can terminate before then with a penalty of \$150 per plug per month remaining on the contract.

Recommendation

Authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper with Georgia Power to install electrical vehicle posts at various city facilities and to designate Envirospark as the operator of all city electrical vehicle posts on ten years basis, with the ability of termination by the City with penalty, with both actions having no out of pocket costs to the City.



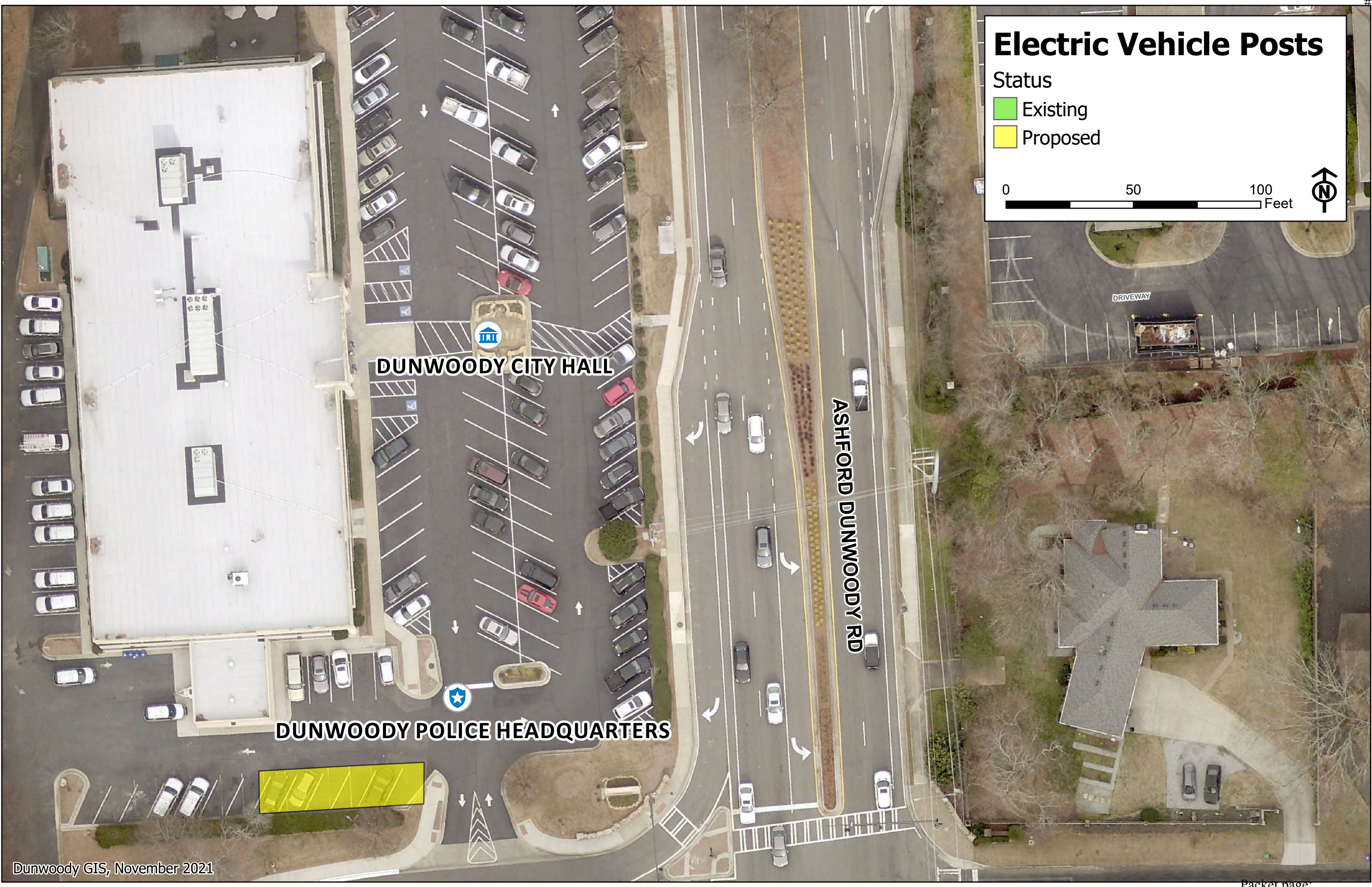


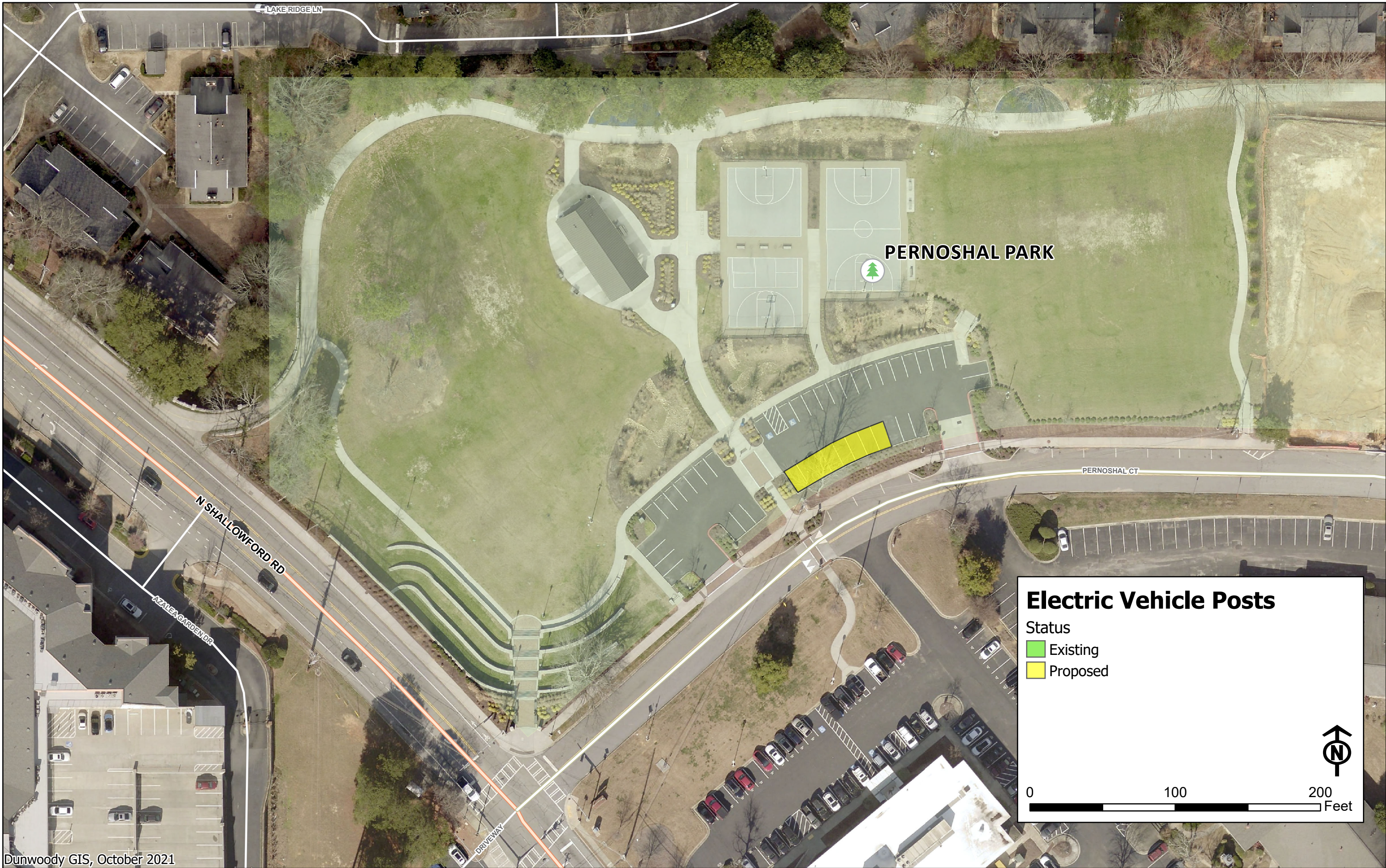
Electric Vehicle Posts

Status

- Existing
- Proposed

0 50 100 Feet





ENVIROSPARK NETWORKS, INC.

EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: Dunwoody Nature Center _____ d/b/a: (if applicable) _____

Information: Organization type (e.g., corporation, LLC): City of Dunwoody__ State of organization: Ga
Address: 5343 Roberts Dr _____
City: Dunwoody _____ State: Ga _____ Zip: 30338 _____
Contact: Jay Vinicki _____ Phone: _____ Email: _____

Effective Date: _____, 20__ (the "Effective Date")

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), the attached Site License Agreement (Exhibit C) and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect untilfor the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Ten (10) years from the Effective Date
Services Fee:	\$0

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

AGREED AND ACCEPTED:

ENVIROSPARK NETWORKS, INC.
("ENVIROSPARK")

("CLIENT")

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); or (b) any maintenance or support services with respect to any Equipment installed pursuant to the Agreement. Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”); and services with respect to (b) above will only be provided by EnviroSpark to the extent specified in a separate written agreement between EnviroSpark and the Client. Client acknowledges and agrees that it shall not be entitled to any share of any revenues received by EnviroSpark in respect of EnviroSpark’s use of the Site(s) (as defined below) or equipment installed by EnviroSpark therein, and that EnviroSpark shall have sole control over amounts charged to Client customers, business invitees and other visitors to the applicable Site(s) for use of such EnviroSpark equipment.

1. Effective Date and Term. The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

2. Fees and Taxes. Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

3. Payment EnviroSpark shall reimburse Client for the total cost of electricity at the Site in connection with the Services and Equipment provided under this Agreement, which shall be calculated and paid to Client on a quarterly basis. In the event that the necessary data for the reimbursement is unavailable at the end of each applicable quarter, within sixty (60) days after the quarter, the parties will use commercially reasonable efforts to obtain the average cost of electricity in the specific sector of the state in which the applicable Site is located. The KWh cost of electricity used for such reimbursement shall utilize the average monthly retail price of electricity in the sector of the state in which the applicable Site is located, as provided by the U.S. Energy Information Administration Independent Statistics & Analysis Report 5.6 as available at (<https://www.eia.gov/electricity/data/browser/#/topic/?agg=0.1&geo=vvvvvvvvvvvvv&endsec=vg&linechart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&columnchart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&map=ELEC.PRICE.US-ALL.M&freq=M&start=2008.01&end=2021.04&ctype=linechart<ype=pin&rtype=s&maptype=0&rse=0&pin=1>) – as updated and/or amended from time to time. In the event that the website in the foregoing sentence is no longer published or updated during the Term of this Agreement, the parties agree to use commercially reasonable efforts to agree on a reimbursement calculation method within thirty (30) days of determining the website is no longer published or updated.

4. Warranties. Client represents and warrants to EnviroSpark that: (a) it is duly organized and validly existing under the laws of its state of incorporation or other formation; (b) it has the right, power and authority to enter into the Agreement and the Site License Agreement; (c) it is the owner of the premises on which installation of Equipment will take place as specified in the Agreement (the “Site”) or that Client is a tenant of such premises and has obtained from the owner of the Site all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; (d) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services

(wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications (wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

5. Indemnification. Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 4 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 5; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any

such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of the claim. The indemnified party's failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 5 unless the indemnifying party's defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party's defense and indemnity requirements in this Section 5 shall not apply to the extent such claim was based upon the indemnified party's negligence or willful misconduct or any settlement of such claim made by the indemnified party without such indemnifying party's prior written consent.

6. Confidentiality. Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Compliance with Laws. EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

9. No Waivers. No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

10. Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If

any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

11. Termination. Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment.

12. Survival. Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

13. Insurance. EnviroSpark and Client will each carry and maintain workers compensation insurance coverage as required by law and other liability insurance coverage as required to meet its indemnification obligations under the Agreement.

14. Notices. All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

16. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

17. Successors. The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

18. Headings. The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

19. Relationship of Parties. EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

20. Force Majeure. Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

21. Counterparts; Facsimile, Electronic and Digital Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a

sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

22. Conflict of Terms. These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

23. Entire Agreement. The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

EXHIBIT B

EQUIPMENT INSTALLATION SCHEDULE

Equipment List:

- (2) Universal 40A Charging Station
- (2) Smart Hardware Module
- (1) Pedestal
- (1) Necessary Installation Labor

Description: We are going to swap the existing (1) Chargepoint dual charging stations with (1) dual network smart chargers on our network. They will operate similar to the Bird Scooter model. There will be a QR code that someone can scan that will take them to our web app to unlock the station. We will remove the old Chargepoint stations as well.



EXHIBIT C**SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (“Site License Agreement”) is entered into this ___ day of _____, 20___ (“Effective Date”) by and between _____, with an address of _____ (“Licensor”), and EnviroSpark Networks, Inc., a Georgia corporation, with an address of _____ (“Licensee”).

In consideration of the sum of Ten Dollars (\$10.00), in hand paid, and the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grant to Licensee a license (the “License”) to use the parking spaces identified on Exhibit A attached hereto and made a part hereof (the “Premises”), which parking spaces are located at _____ (the “Property”), , together with a non-exclusive easement for pedestrian and vehicular ingress and egress over, under and across other portions of the Property and to and from the Premises for the construction of improvements to the Premises and the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property and to and from the Premises. Unless otherwise provided herein, the easement area shall be considered part of the Premises.

2. TERM.

The term of this Site License Agreement will coincide with, and be the same term as, the Term of the Agreement to which this Site License Agreement is attached, as specified in the Agreement (the “Term”). If Licensee shall remain in possession of the Premises at the expiration of the Term without written agreement, such tenancy shall be deemed a year-to-year tenancy.

3. USE. The Premises shall be used by Licensee for the construction and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of Licensee’s customers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

4. LICENSOR COVENANTS. Licensor covenants, warrants and represents to Licensee that: (a) Licensor has good and marketable title to the Premises and the Property, with the full power and authority to enter into and execute this Site License Agreement and grant to Licensee the rights specified in this Site License Agreement; (b) Licensor shall not permit during the Term electric vehicle charging of any kind in any location on the Property, except for Licensee’s Use within the Premises; and (c) shall not at any time during the Term require any tenants of the Property to pay charges of any kind for the privilege of using the Charging Station(s). Licensor further warrants that there are and shall be throughout the Term no encumbrances on Licensor’s title to the Property that would prevent Licensee from gaining access to the Property or using the Premises for the Use or any other uses intended by Licensee as set forth in this Site License Agreement.

5. GOVERNMENTAL APPROVALS. Licensee’s ability, and any Licensee obligation, to use the Premises is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Licensee may file any such applications with respect to the Premises and the Property and Licensor’s other surrounding property. Licensor will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Use and for the installation of all electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, and this Site License Agreement is contingent upon Licensor doing and obtaining all of the foregoing.

6. LICENSOR HAZARDOUS MATERIALS REPRESENTATION. Licensor warrants and represents that Licensor has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Further, Licensor warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Property or the Premises. Licensor hereby grants to Licensee the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Licensee in its sole discretion, provided only that Licensee restores the Premises to substantially its original condition. If Licensee discovers, or determines in any manner, the presence, the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Licensee shall have the right to terminate this Site License Agreement forthwith.

7. UTILITIES. Licensor shall maintain and pay for all utilities and services furnished to the Premises throughout the Term. Licensor hereby grants to Licensee an easement to install such additional utilities as may from time to time be needed in Licensee's reasonable discretion. Licensor agrees to pursue the burial of electric utility lines necessary for Licensee's equipment.

8. REAL PROPERTY TAXES. Licensor shall, throughout the Term, pay and discharge when due all real property taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or any improvements constituting the Premises. If the taxes defined in this paragraph are increased due to uses solely operated by Licensee, Licensee shall reimburse Licensor the amount of any increase caused by said use. Licensor agrees to cooperate with Licensee in the event Licensee challenges any real property tax assessment, ordinary or special.

9. PERSONAL PROPERTY TAXES. Licensee shall, throughout the Term, pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Licensee located upon the Premises. The parties hereby agree that any improvements constructed by Licensee on the Premises shall constitute and remain personal property belonging to Licensee.

10. CASUALTY INSURANCE. During the Term, Licensee shall maintain fire and extended coverage casualty insurance on Licensee's improvements, in amounts deemed adequate by Licensee.

11. LIABILITY INSURANCE. During the Term, Licensee and Licensor shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of a least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of Licensee and Licensor shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

12. MAINTENANCE AND CONDITION. Licensor agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable thereto. Licensee agrees to promptly give notice to Licensor of any required repairs or unsafe conditions and Licensor will be afforded a reasonable period of time to complete the same.

13. LICENSEE'S IMPROVEMENTS. Except for Licensee's initial improvements to the Premises, which are hereby approved by Licensor, Licensee shall not make any alterations, additions or improvements, except as necessary for the Use, without on each occasion obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Site License Agreement, Licensee may elect to remove Licensee's alterations, additions or improvements and repair any damage resulting therefrom. As it may become mutually desirable for additional charging stations to be added from time to time, Licensor may choose to allot additional parking spaces on the Property to the Premises specified in this Site License Agreement, and Licensee may choose to add additional charging stations. Licensor shall not use or allow to be used any other parking spaces on for purposes of electric vehicle charging the Property without the prior written consent of Licensee.

14. DISCHARGE OF LIENS. Licensee agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises and claimed by the applicable lienholder to arise solely from Licensee's actions, Licensee shall, at its sole expense, discharge or bond against such lien within thirty (30) days of written notice from Licensor.

15. DELIVERY OF POSSESSION. If Licensor fails (for any reason) to deliver possession of the Premises to Licensee on the Commencement Date, this Site License Agreement will continue in effect, but the Initial Term and any Renewal Terms shall automatically be extended by the amount of time during which such inability shall continue. If Licensor is unable to deliver possession within thirty (30) days of the Commencement Date, Licensee may terminate this Site License Agreement forthwith and all obligations of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

16. QUIET ENJOYMENT. Licensee shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the provisions hereof.

17. ACCESS. Licensor may enter the Premises, only after reasonable notice to Licensee, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Licensor may enter the Premises without prior notice to Licensee.

18. COMPLIANCE WITH LAW. Licensee, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating solely to Licensee's use of the Premises. Licensee shall not make or cause any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other licensees, occupants or persons in the general area of the Premises. Licensee shall obtain, at its sole expense, any licenses or permits which may be required solely for the Use.

19. ASSIGNMENT AND SUBLETTING. Licensee shall have the right at any time, without Licensor's consent, to assign this Site License Agreement or sublet all or any portion of the Premises, or Licensee's improvements thereto.

20. FIRE AND CASUALTY. In the event the Premises or the building containing the Premises is damaged by fire or other casualty so as to render the Premises unsuitable for the Use, Licensee shall have the option, at its sole election, to repair the improvements or to terminate this Site License Agreement effective on the date of such damage.

21. CONDEMNATION. If the entire area in which the Premises is located is acquired or condemned by the power of eminent domain by any public or other authority, this Site License Agreement will terminate upon the date such taking becomes effective. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the Use, then this Site License Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the exclusive property of Licensor; provided, however, that any damages awarded for moving expenses or Licensee's fixtures, improvements or equipment shall belong to Licensee.

22. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensor harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorneys' fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Premises due to the negligence or willful misconduct of Licensee, its agents or employees.

(b) Licensor shall indemnify and hold Licensee harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Property, including the Premises, due to the negligence or willful misconduct of Licensor, its agents or employees.

23. DEFAULT. Licensee shall be in default of this Site License Agreement upon the occurrence of any one of the following events:

(a) failure to perform or observe any material covenant, term or condition of this Site License Agreement which shall not be corrected within sixty (60) days after written notice from Licensor specifying the failure, or for such longer period as may be reasonably necessary to correct such default;

(b) abandonment or cessation of business operations at the Premises by Licensee for more than thirty (30) days except in the event of any casualty damage, condemnation, event of force majeure or other unavoidable delay; or

(c) any material misrepresentation or intentional omission of or on behalf of Licensee made to Licensor in connection with this Site License Agreement;

24. **REMEDIES OF LICENSOR.** Upon any uncured default by Licensee, Licensor may, at its option, terminate this Site License Agreement and/or commence eviction proceedings in accordance with the laws of Georgia.
25. **TIME OF ESSENCE.** Time is of the essence of this Site License Agreement.
26. **UNAVOIDABLE DELAYS.** Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.
27. **ENTIRE AGREEMENT.** The parties acknowledge that they have read and understand the terms of this Site License Agreement. This Site License Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Site License Agreement may only be amended in writing and signed by both Licensor and Licensee.
28. **INVALID PROVISION.** If any provision of this Site License Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **CAPTIONS.** The captions in this Site License Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.
30. **PARTIES BOUND.** This Site License Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. In the event Licensor sells the Property or the portion thereof in which the Premises is located, Licensor shall be released from all liabilities under this Site License Agreement, and the purchaser, as successor licensor, shall be deemed to have assumed all of the obligations and liabilities of Licensor under this Site License Agreement.
31. **BROKERS.** Each of Licensor and Licensee represents that it was not represented in this transaction by any broker, agent or commission salesperson, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by any such broker, agent or commission salesperson, including reasonable attorney's fees and costs incurred in defending such claim.
32. **TERMINATION BY LICENSEE OR LICENSOR.** If, for any reason whatsoever, the Premises should not receive (and continue to enjoy) approval for the installation and use of Licensee's electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, or if the Premises is deemed by Licensee to lack sufficient potential to attract electric vehicle owners to the Premises, Licensee shall have the option to terminate this Site License Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Licensor may terminate this Site License Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Licensor's convenience, Licensor shall pay to Licensee as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to \$150.00 per plug, multiplied by the number of months then remaining in the Term, or an amount equal to the average monthly Revenue during the Term to-date multiplied by the number of months then remaining during the Term, whichever is greater.
33. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the address set forth above.
34. **GOVERNING LAW.** This Site License Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.
35. **COUNTERPARTS.** This Site License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Site License Agreement shall be deemed to be binding upon the parties upon the delivery by either party of a copy of an original executed by both parties. The parties shall exchange original signatures promptly after execution.

IN WITNESS WHEREOF, this Site License Agreement is executed on the ____ day of _____, 20__.

LICENSOR: _____

By: _____

Title: _____

LICENSEE: EnviroSpark Networks, Inc.

By: _____

Title: _____

**GEORGIA POWER COMPANY
ELECTRIC VEHICLE CHARGING MAKE-READY PROGRAM AGREEMENT**

This Electric Vehicle Charging Make-Ready Program Agreement (the “**Agreement**”) is made on this ____ day of _____, 202__ (the “**Effective Date**”), by and between Georgia Power Company, a Georgia corporation with a mailing address at 241 Ralph McGill Boulevard NE, Atlanta, Georgia 30308-3374 (“**Georgia Power**”), and the [Name of the Counterparty], with a mailing address at [Address of Counterparty] (the “**Customer**”). Customer and Georgia Power are referenced collectively as “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, Georgia Power has received authorization from the Georgia Public Service Commission to implement the Electrification of Transportation Initiative Program in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation (the “**Make-Ready Program**”);

WHEREAS, Customer has expressed a desire to participate in the Make-Ready Program and has developed a plan in the form attached hereto as Exhibit 3 (the “**Customer Plan**”);

WHEREAS, Customer’s participation in the Make-Ready Program would allow Customer to offset certain capital investments that would otherwise be required in order for Customer to install certain secondary electrical infrastructure necessary to support the **Project** (as defined in the Customer Plan);

WHEREAS, Georgia Power has solicited proposals for participation in the Make-Ready Program in order to allow Georgia Power to collect data necessary for the Georgia Public Service Commission and Georgia Power to properly evaluate the Make-Ready Program;

WHEREAS, Georgia Power has reviewed and accepted the Customer Plan and believes that Customer’s participation as described therein will be beneficial to the Make-Ready Program;

WHEREAS, Customer owns or is in lawful control of certain real property located at [address] (the “**Premises**”);

WHEREAS, Georgia Power has the materials, services, labor, and professional expertise necessary to install and maintain the ET Infrastructure (as defined below); and

WHEREAS, Georgia Power is willing to install and maintain the ET Infrastructure at the Premises in the locations specified in the Customer Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Delivery and Installation of the ET Infrastructure. Within thirty (30) days of the Effective Date, Georgia Power will deliver to the Premises the secondary electrical infrastructure and associated metering equipment that Georgia Power deems reasonably necessary to support the Project, as identified in Exhibit 1 attached hereto (collectively, the “**ET Infrastructure**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging, and does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices. Customer acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program and Georgia Power acknowledges that Customer’s implementation of the Project may be planned to be conducted in one or more phases. Therefore, in order to permit Georgia Power to obtain sufficient data in support of the Make-Ready Program, within thirty (30) days of the Effective Date, Customer must select a third-party installer for the installation of ET

Infrastructure from the list of Georgia Power-approved qualified vendors identified in **Exhibit 2** attached hereto. Further, within sixty (60) days of selection of the third-party installer, Customer must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project as identified in the Customer Plan. The ET Infrastructure will be installed at the Premises in the locations identified in the Customer Plan, and will be incorporated behind the meter within portions of Customer’s electrical system. Following installation of the ET Infrastructure, Customer must continue implementation of any remaining phases of the Project plan in accordance with the Customer Plan. Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure. Customer will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to Customer’s Premises.

2. Performance and Cooperation; Grant of License to Georgia Power.

a. Customer acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in this Agreement (collectively, “**Georgia Power’s Services**”). Customer hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (a) install and connect equipment or provide service; (b) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (c) install additional equipment or devices on the ET Infrastructure; and (d) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. Customer represents and warrants that it has the right to enter into this Agreement, to grant the license contemplated herein, and to permit Georgia Power to provide Georgia Power’s Services including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises. Each of the Parties agrees to use its best efforts to coordinate and cooperate in connection with all activities under this Agreement. If Customer does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with Customer to minimize unreasonable interference with Customer’s operations at the Premises.

b. Subject to the other terms and conditions of this Agreement, during the Term, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of “Georgia Power’s Services”). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. Customer will not be responsible for the cost associated with Georgia Power’s Services.

c. Customer is prohibited from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

3. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power’s Services. Damage to the ET Infrastructure arising from or in connection with Customer’s actions will be covered under Section 13 (Risk Allocation) of this Agreement.

4. Duty to Notify. Customer must promptly notify Georgia Power when Customer becomes aware of any unsafe, inoperable, or damaged ET Infrastructure.

5. Permission to Use Data. Customer hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. Customer agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

6. Electric Transportation Requirement. Customer acknowledges and agrees to refrain from any participation in this Agreement, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

7. Default. Customer will be in default of its obligations under this Agreement, if Customer: (i) fails to timely fulfill its obligations under Section 1 (Delivery and Installation of the ET Infrastructure); (ii) purports to terminate this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of this Agreement. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate this Agreement; or (b) seek any available remedy provided by law. Upon a termination for default by Customer, Customer must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

8. Term and Termination. The "**Initial Term**" of this Agreement expires on the anniversary of the Effective Date. After the Initial Term, this Agreement will automatically renew on an annual basis for ten (10) years or until terminated by either Party by providing written notice of intent to terminate to the other Party (in accordance with Section 8 (Customer Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Customer elects to terminate this Agreement prior to the ninth (9th) renewal term, the Customer must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

9. Customer Removal or Termination. Should Customer desire to terminate this Agreement or require removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Term, Customer must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 8 above. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if Customer requests to terminate this Agreement pursuant to this Section 9, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

10. Conveyance of the Premises. Should Customer convey the Premises to a third party prior to expiration of the Initial Term, Customer is required to assign this Agreement to the purchasing third party, and the purchasing third party must assume Customer's obligations under this Agreement, on terms reasonably acceptable to Georgia Power. If Customer does not assign this Agreement to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, Customer will be deemed to have terminated this Agreement prior to the expiration of the Initial Term as contemplated in Sections 7 (Default) and 9 (Customer Removal or Termination). In such event, Customer will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight line basis) costs of ET Infrastructure, site design, and installation. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating this Agreement.

11. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. Georgia Power

will provide to Customer a contractor's affidavit for Georgia Power's Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under this Agreement, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

12. Disclaimer; Damages. Georgia Power makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Georgia Power's Services or the ET Infrastructure. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of electric service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of electric service, the ET Infrastructure, or Georgia Power's Services or arising from damage, hindrance, or delay involving Georgia Power's Services, the ET Infrastructure, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises; Customer agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

13. RISK ALLOCATION. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

14. LIMITATION OF CUSTOMER REMEDIES. CUSTOMER ACKNOWLEDGES THAT GEORGIA POWER'S SERVICES ARE NOT ESSENTIAL TO CUSTOMER'S BUSINESS INTERESTS OR OPERATIONS AND AGREES THAT CUSTOMER'S REMEDIES UNDER THIS AGREEMENT ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, CUSTOMER WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORSEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. CUSTOMER LIABILITY. WHILE ET INFRASTRUCTURE REMAINS ON CUSTOMER'S PREMISES, CUSTOMER IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACTIONS. ACCORDINGLY, CUSTOMER WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM CUSTOMER'S ACTIONS.

16. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated below or to such other address or addresses as either Party may from time to time designate in writing in a notice delivered in accordance with this Section 14.

Georgia Power:
Georgia Power Company
BIN 10215
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Electric Transportation Manager
Email: _____

Customer:

Attn: _____
Email: _____

17. Casualty. If all or any portion of the ET Infrastructure on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the ET Infrastructure (any,

a “**Casualty**”), either Party will have the right to terminate the Agreement by written notice to the other Party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

18. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will this Agreement render Georgia Power and Customer liable as partners, co-venturers, or principals.

19. Assignment. Except as contemplated in Section 10 above, Customer may not assign this Agreement without the prior written consent of Georgia Power. Any assignment by Customer in violation of this provision will be null and void. Georgia Power may assign this Agreement to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and each such Party’s respective permitted successors and assigns. Each of Georgia Power’s affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in this Agreement.

20. Changes. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide Customer with advance notice of any such changes. Subject to Section 9 (Customer Removal or Termination), Customer may opt out of the Make-Ready Program by providing Georgia Power with ninety (90) days written notice.

21. Compliance with Laws. Each Party must comply with all applicable laws and regulations in its performance of this Agreement.

22. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.

23. Interpretation. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication.

24. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is unlawful and unenforceable, that determination will not affect any other provision of this Agreement, and this Agreement and all remaining provisions will continue in full force and effect to the extent permitted by law.

25. Entire Agreement; Waiver; Modification; Counterpart Signatures. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified or waived except in writing signed by Customer and a duly authorized representative of Georgia Power. If it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is unenforceable, it is the intent of the Parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the Parties has executed this Electric Vehicle Charging Make-Ready Program Agreement by signing of its own free will, intending to be bound as of the Effective Date.

“Georgia Power”:

GEORGIA POWER COMPANY

Signature

Printed Name and Title

“Customer”:

[Name]

Signature

Printed Name and Title

Exhibit 1

ET Infrastructure

Labor

Installation of:

- (1) 300amp panel
 - (1) 300amp main breakers
 - (12) 40amp 2 pole breakers
 - (1) H Frame
 - (6) concrete pads to mount pedestals
 - (6) j boxes one in each pad
 - (1) GPC submeter and CT kit
 - (150) ft of trenching to burry conduit
- all necessary wire and conduit for current and future stations, future wire to be capped
-

Equipment

- (1) 300amp panel
 - (1) 300amp main breakers
 - (12) 40amp 2 pole breakers
 - (1) H Frame
 - (6) concrete pads to mount pedestals
 - (6) j boxes one in each pad
 - (150) ft of trenching to burry conduit
 - (1) GPC submeter and CT kit
-

Exhibit 2

Authorized Installers

EnviroSpark Energy Solutions
1050 Crown Pointe Pkwy Ste
500
Atlanta, GA 30338 US
+1 4047369173
info@envirosparkenergy.com
www.envirosparkenergy.com



Exhibit 3

Customer Plan



Exhibit 4

Easement

**GEORGIA POWER COMPANY
ELECTRIC VEHICLE CHARGING MAKE-READY PROGRAM AGREEMENT**

This Electric Vehicle Charging Make-Ready Program Agreement (the “**Agreement**”) is made on this ____ day of _____, 202__ (the “**Effective Date**”), by and between Georgia Power Company, a Georgia corporation with a mailing address at 241 Ralph McGill Boulevard NE, Atlanta, Georgia 30308-3374 (“**Georgia Power**”), and the [Name of the Counterparty], with a mailing address at [Address of Counterparty] (the “**Customer**”). Customer and Georgia Power are referenced collectively as “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, Georgia Power has received authorization from the Georgia Public Service Commission to implement the Electrification of Transportation Initiative Program in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation (the “**Make-Ready Program**”);

WHEREAS, Customer has expressed a desire to participate in the Make-Ready Program and has developed a plan in the form attached hereto as Exhibit 3 (the “**Customer Plan**”);

WHEREAS, Customer’s participation in the Make-Ready Program would allow Customer to offset certain capital investments that would otherwise be required in order for Customer to install certain secondary electrical infrastructure necessary to support the **Project** (as defined in the Customer Plan);

WHEREAS, Georgia Power has solicited proposals for participation in the Make-Ready Program in order to allow Georgia Power to collect data necessary for the Georgia Public Service Commission and Georgia Power to properly evaluate the Make-Ready Program;

WHEREAS, Georgia Power has reviewed and accepted the Customer Plan and believes that Customer’s participation as described therein will be beneficial to the Make-Ready Program;

WHEREAS, Customer owns or is in lawful control of certain real property located at [address] (the “**Premises**”);

WHEREAS, Georgia Power has the materials, services, labor, and professional expertise necessary to install and maintain the ET Infrastructure (as defined below); and

WHEREAS, Georgia Power is willing to install and maintain the ET Infrastructure at the Premises in the locations specified in the Customer Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Delivery and Installation of the ET Infrastructure. Within thirty (30) days of the Effective Date, Georgia Power will deliver to the Premises the secondary electrical infrastructure and associated metering equipment that Georgia Power deems reasonably necessary to support the Project, as identified in Exhibit 1 attached hereto (collectively, the “**ET Infrastructure**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging, and does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices. Customer acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program and Georgia Power acknowledges that Customer’s implementation of the Project may be planned to be conducted in one or more phases. Therefore, in order to permit Georgia Power to obtain sufficient data in support of the Make-Ready Program, within thirty (30) days of the Effective Date, Customer must select a third-party installer for the installation of ET

Infrastructure from the list of Georgia Power-approved qualified vendors identified in **Exhibit 2** attached hereto. Further, within sixty (60) days of selection of the third-party installer, Customer must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project as identified in the Customer Plan. The ET Infrastructure will be installed at the Premises in the locations identified in the Customer Plan, and will be incorporated behind the meter within portions of Customer’s electrical system. Following installation of the ET Infrastructure, Customer must continue implementation of any remaining phases of the Project plan in accordance with the Customer Plan. Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure. Customer will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to Customer’s Premises.

2. Performance and Cooperation; Grant of License to Georgia Power.

a. Customer acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in this Agreement (collectively, “**Georgia Power’s Services**”). Customer hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (a) install and connect equipment or provide service; (b) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (c) install additional equipment or devices on the ET Infrastructure; and (d) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. Customer represents and warrants that it has the right to enter into this Agreement, to grant the license contemplated herein, and to permit Georgia Power to provide Georgia Power’s Services including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises. Each of the Parties agrees to use its best efforts to coordinate and cooperate in connection with all activities under this Agreement. If Customer does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with Customer to minimize unreasonable interference with Customer’s operations at the Premises.

b. Subject to the other terms and conditions of this Agreement, during the Term, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of “Georgia Power’s Services”). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. Customer will not be responsible for the cost associated with Georgia Power’s Services.

c. Customer is prohibited from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

3. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power’s Services. Damage to the ET Infrastructure arising from or in connection with Customer’s actions will be covered under Section 13 (Risk Allocation) of this Agreement.

4. Duty to Notify. Customer must promptly notify Georgia Power when Customer becomes aware of any unsafe, inoperable, or damaged ET Infrastructure.

5. Permission to Use Data. Customer hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. Customer agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

6. Electric Transportation Requirement. Customer acknowledges and agrees to refrain from any participation in this Agreement, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

7. Default. Customer will be in default of its obligations under this Agreement, if Customer: (i) fails to timely fulfill its obligations under Section 1 (Delivery and Installation of the ET Infrastructure); (ii) purports to terminate this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of this Agreement. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate this Agreement; or (b) seek any available remedy provided by law. Upon a termination for default by Customer, Customer must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

8. Term and Termination. The "**Initial Term**" of this Agreement expires on the anniversary of the Effective Date. After the Initial Term, this Agreement will automatically renew on an annual basis for ten (10) years or until terminated by either Party by providing written notice of intent to terminate to the other Party (in accordance with Section 8 (Customer Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Customer elects to terminate this Agreement prior to the ninth (9th) renewal term, the Customer must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

9. Customer Removal or Termination. Should Customer desire to terminate this Agreement or require removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Term, Customer must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 8 above. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if Customer requests to terminate this Agreement pursuant to this Section 9, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

10. Conveyance of the Premises. Should Customer convey the Premises to a third party prior to expiration of the Initial Term, Customer is required to assign this Agreement to the purchasing third party, and the purchasing third party must assume Customer's obligations under this Agreement, on terms reasonably acceptable to Georgia Power. If Customer does not assign this Agreement to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, Customer will be deemed to have terminated this Agreement prior to the expiration of the Initial Term as contemplated in Sections 7 (Default) and 9 (Customer Removal or Termination). In such event, Customer will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight line basis) costs of ET Infrastructure, site design, and installation. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating this Agreement.

11. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. Georgia Power

will provide to Customer a contractor's affidavit for Georgia Power's Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under this Agreement, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

12. Disclaimer; Damages. Georgia Power makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Georgia Power's Services or the ET Infrastructure. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of electric service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of electric service, the ET Infrastructure, or Georgia Power's Services or arising from damage, hindrance, or delay involving Georgia Power's Services, the ET Infrastructure, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises; Customer agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

13. RISK ALLOCATION. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

14. LIMITATION OF CUSTOMER REMEDIES. CUSTOMER ACKNOWLEDGES THAT GEORGIA POWER'S SERVICES ARE NOT ESSENTIAL TO CUSTOMER'S BUSINESS INTERESTS OR OPERATIONS AND AGREES THAT CUSTOMER'S REMEDIES UNDER THIS AGREEMENT ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, CUSTOMER WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORESEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. CUSTOMER LIABILITY. WHILE ET INFRASTRUCTURE REMAINS ON CUSTOMER'S PREMISES, CUSTOMER IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACTIONS. ACCORDINGLY, CUSTOMER WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM CUSTOMER'S ACTIONS.

16. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated below or to such other address or addresses as either Party may from time to time designate in writing in a notice delivered in accordance with this Section 14.

Georgia Power:
Georgia Power Company
BIN 10215
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Electric Transportation Manager
Email: _____

Customer:

Attn: _____
Email: _____

17. Casualty. If all or any portion of the ET Infrastructure on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the ET Infrastructure (any,

a “**Casualty**”), either Party will have the right to terminate the Agreement by written notice to the other Party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

18. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will this Agreement render Georgia Power and Customer liable as partners, co-venturers, or principals.

19. Assignment. Except as contemplated in Section 10 above, Customer may not assign this Agreement without the prior written consent of Georgia Power. Any assignment by Customer in violation of this provision will be null and void. Georgia Power may assign this Agreement to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and each such Party’s respective permitted successors and assigns. Each of Georgia Power’s affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in this Agreement.

20. Changes. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide Customer with advance notice of any such changes. Subject to Section 9 (Customer Removal or Termination), Customer may opt out of the Make-Ready Program by providing Georgia Power with ninety (90) days written notice.

21. Compliance with Laws. Each Party must comply with all applicable laws and regulations in its performance of this Agreement.

22. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.

23. Interpretation. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication.

24. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is unlawful and unenforceable, that determination will not affect any other provision of this Agreement, and this Agreement and all remaining provisions will continue in full force and effect to the extent permitted by law.

25. Entire Agreement; Waiver; Modification; Counterpart Signatures. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified or waived except in writing signed by Customer and a duly authorized representative of Georgia Power. If it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is unenforceable, it is the intent of the Parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the Parties has executed this Electric Vehicle Charging Make-Ready Program Agreement by signing of its own free will, intending to be bound as of the Effective Date.

“Georgia Power”:

GEORGIA POWER COMPANY

Signature

Printed Name and Title

“Customer”:

[Name]

Signature

Printed Name and Title

Exhibit 1

ET Infrastructure

Labor

Installation of:

- (1) H frame
 - (1) 200amp panel
 - (1) 200amp breaker
 - (8) 40amp 2 pole breakers
 - (85) feet of trenching
 - (4) concrete pads
 - (1) sidewalk cut and repair
 - (4) GPC CT and submeter kit
 - (4) j boxes
-

Equipment

- (1) H frame
 - (1) 200amp 3 phase panel
 - (1) 200amp breaker
 - (8) 40a 2 pole breakers
 - (4) j boxes
 - (1) meter can
 - (1) H frame
 - (4) concrete pads
 - all necessary conduit and wire
-

Exhibit 2

Authorized Installers

EnviroSpark Energy Solutions
1050 Crown Pointe Pkwy Ste
500
Atlanta, GA 30338 US
+1 4047369173
info@envirosparkenergy.com
www.envirosparkenergy.com



Exhibit 3

Customer Plan



Exhibit 4

Easement

ENVIROSPARK NETWORKS, INC.

EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: City Of Dunwoody _____ d/b/a: (if applicable) _____

Information: Organization type (e.g., corporation, LLC): City _____ State of organization: Ga _____
Address: 4770 N Peachtree Rd _____
City: Dunwoody _____ State: Ga _____ Zip: 30338 _____
Contact: Jay Vinicki _____ Phone: _____ Email: _____

Effective Date: _____, 20__ (the "Effective Date")

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), the attached Site License Agreement (Exhibit C) and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect for the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Ten (10) years from the Effective Date
Services Fee:	\$0

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

AGREED AND ACCEPTED:

ENVIROSPARK NETWORKS, INC.
("ENVIROSPARK")

("CLIENT")

By: _____
(Authorized Signature)

Name: _____

Title: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); or (b) any maintenance or support services with respect to any Equipment installed pursuant to the Agreement. Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”); and services with respect to (b) above will only be provided by EnviroSpark to the extent specified in a separate written agreement between EnviroSpark and the Client. Client acknowledges and agrees that it shall not be entitled to any share of any revenues received by EnviroSpark in respect of EnviroSpark’s use of the Site(s) (as defined below) or equipment installed by EnviroSpark therein, and that EnviroSpark shall have sole control over amounts charged to Client customers, business invitees and other visitors to the applicable Site(s) for use of such EnviroSpark equipment.

1. Effective Date and Term. The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

2. Fees and Taxes. Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

3. Payment EnviroSpark shall reimburse Client for the total cost of electricity at the Site in connection with the Services and Equipment provided under this Agreement, which shall be calculated and paid to Client on a quarterly basis. In the event that the necessary data for the reimbursement is unavailable at the end of each applicable quarter, within sixty (60) days after the quarter, the parties will use commercially reasonable efforts to obtain the average cost of electricity in the specific sector of the state in which the applicable Site is located. The KWh cost of electricity used for such reimbursement shall utilize the average monthly retail price of electricity in the sector of the state in which the applicable Site is located, as provided by the U.S. Energy Information Administration Independent Statistics & Analysis Report 5.6 as available at (<https://www.eia.gov/electricity/data/browser/#/topic/?agg=0.1&geo=vvvvvvvvvvvvv&endsec=vg&linechart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&columnchart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&map=ELEC.PRICE.US-ALL.M&freq=M&start=2008.01&end=2021.04&ctype=linechart<ype=pin&rtype=s&maptype=0&rse=0&pin=1>) – as updated and/or amended from time to time. In the event that the website in the foregoing sentence is no longer published or updated during the Term of this Agreement, the parties agree to use commercially reasonable efforts to agree on a reimbursement calculation method within thirty (30) days of determining the website is no longer published or updated.

4. Warranties. Client represents and warrants to EnviroSpark that: (a) it is duly organized and validly existing under the laws of its state of incorporation or other formation; (b) it has the right, power and authority to enter into the Agreement and the Site License Agreement; (c) it is the owner of the premises on which installation of Equipment will take place as specified in the Agreement (the “Site”) or that Client is a tenant of such premises and has obtained from the owner of the Site all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; (d) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services

(wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications (wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

5. Indemnification. Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 4 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 5; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any

such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of the claim. The indemnified party's failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 5 unless the indemnifying party's defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party's defense and indemnity requirements in this Section 5 shall not apply to the extent such claim was based upon the indemnified party's negligence or willful misconduct or any settlement of such claim made by the indemnified party without such indemnifying party's prior written consent.

6. Confidentiality. Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Compliance with Laws. EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

9. No Waivers. No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

10. Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If

any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

11. Termination. Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment.

12. Survival. Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

13. Insurance. EnviroSpark and Client will each carry and maintain workers compensation insurance coverage as required by law and other liability insurance coverage as required to meet its indemnification obligations under the Agreement.

14. Notices. All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

16. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

17. Successors. The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

18. Headings. The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

19. Relationship of Parties. EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

20. Force Majeure. Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

21. Counterparts; Facsimile, Electronic and Digital Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a

sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

22. Conflict of Terms. These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

23. Entire Agreement. The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

EXHIBIT B

EQUIPMENT INSTALLATION SCHEDULE

Equipment List:

- (6) Universal 40A Charging Station
- (6) Smart Hardware Module
- (3) Pedestal
- (6) painting of parking spaces
- (1) Necessary Installation Labor

Description: We are going to swap the existing Chargepoint dual charging stations with (2) dual network smart chargers on our network. They will operate similar to the Bird Scooter model. There will be a QR code that someone can scan that will take them to our web app to unlock the station. We will remove the old Chargepoint stations as well.



EXHIBIT C**SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (“Site License Agreement”) is entered into this ___ day of _____, 20__ (“Effective Date”) by and between _____, with an address of _____ (“Licensor”), and EnviroSpark Networks, Inc., a Georgia corporation, with an address of _____ (“Licensee”).

In consideration of the sum of Ten Dollars (\$10.00), in hand paid, and the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Licensor and Licensee agree as follows:

1. **LICENSE.** Licensor hereby grant to Licensee a license (the “License”) to use the parking spaces identified on Exhibit A attached hereto and made a part hereof (the “Premises”), which parking spaces are located at _____ (the “Property”), , together with a non-exclusive easement for pedestrian and vehicular ingress and egress over, under and across other portions of the Property and to and from the Premises for the construction of improvements to the Premises and the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property and to and from the Premises. Unless otherwise provided herein, the easement area shall be considered part of the Premises.

2. **TERM.**

The term of this Site License Agreement will coincide with, and be the same term as, the Term of the Agreement to which this Site License Agreement is attached, as specified in the Agreement (the “Term”). If Licensee shall remain in possession of the Premises at the expiration of the Term without written agreement, such tenancy shall be deemed a year-to-year tenancy.

3. **USE.** The Premises shall be used by Licensee for the construction and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of Licensee’s customers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

4. **LICENSOR COVENANTS.** Licensor covenants, warrants and represents to Licensee that: (a) Licensor has good and marketable title to the Premises and the Property, with the full power and authority to enter into and execute this Site License Agreement and grant to Licensee the rights specified in this Site License Agreement; (b) Licensor shall not permit during the Term electric vehicle charging of any kind in any location on the Property, except for Licensee’s Use within the Premises; and (c) shall not at any time during the Term require any tenants of the Property to pay charges of any kind for the privilege of using the Charging Station(s). Licensor further warrants that there are and shall be throughout the Term no encumbrances on Licensor’s title to the Property that would prevent Licensee from gaining access to the Property or using the Premises for the Use or any other uses intended by Licensee as set forth in this Site License Agreement.

5. **GOVERNMENTAL APPROVALS.** Licensee’s ability, and any Licensee obligation, to use the Premises is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Licensee may file any such applications with respect to the Premises and the Property and Licensor’s other surrounding property. Licensor will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Use and for the installation of all electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, and this Site License Agreement is contingent upon Licensor doing and obtaining all of the foregoing.

6. **LICENSOR HAZARDOUS MATERIALS REPRESENTATION.** Licensor warrants and represents that Licensor has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Further, Licensor warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Property or the Premises. Licensor hereby grants to Licensee the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Licensee in its sole discretion, provided only that Licensee restores the Premises to substantially its original condition. If Licensee discovers, or determines in any manner, the presence, the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Licensee shall have the right to terminate this Site License Agreement forthwith.

7. UTILITIES. Licensor shall maintain and pay for all utilities and services furnished to the Premises throughout the Term. Licensor hereby grants to Licensee an easement to install such additional utilities as may from time to time be needed in Licensee's reasonable discretion. Licensor agrees to pursue the burial of electric utility lines necessary for Licensee's equipment.

8. REAL PROPERTY TAXES. Licensor shall, throughout the Term, pay and discharge when due all real property taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or any improvements constituting the Premises. If the taxes defined in this paragraph are increased due to uses solely operated by Licensee, Licensee shall reimburse Licensor the amount of any increase caused by said use. Licensor agrees to cooperate with Licensee in the event Licensee challenges any real property tax assessment, ordinary or special.

9. PERSONAL PROPERTY TAXES. Licensee shall, throughout the Term, pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Licensee located upon the Premises. The parties hereby agree that any improvements constructed by Licensee on the Premises shall constitute and remain personal property belonging to Licensee.

10. CASUALTY INSURANCE. During the Term, Licensee shall maintain fire and extended coverage casualty insurance on Licensee's improvements, in amounts deemed adequate by Licensee.

11. LIABILITY INSURANCE. During the Term, Licensee and Licensor shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of a least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of Licensee and Licensor shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

12. MAINTENANCE AND CONDITION. Licensor agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable thereto. Licensee agrees to promptly give notice to Licensor of any required repairs or unsafe conditions and Licensor will be afforded a reasonable period of time to complete the same.

13. LICENSEE'S IMPROVEMENTS. Except for Licensee's initial improvements to the Premises, which are hereby approved by Licensor, Licensee shall not make any alterations, additions or improvements, except as necessary for the Use, without on each occasion obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Site License Agreement, Licensee may elect to remove Licensee's alterations, additions or improvements and repair any damage resulting therefrom. As it may become mutually desirable for additional charging stations to be added from time to time, Licensor may choose to allot additional parking spaces on the Property to the Premises specified in this Site License Agreement, and Licensee may choose to add additional charging stations. Licensor shall not use or allow to be used any other parking spaces on for purposes of electric vehicle charging the Property without the prior written consent of Licensee.

14. DISCHARGE OF LIENS. Licensee agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises and claimed by the applicable lienholder to arise solely from Licensee's actions, Licensee shall, at its sole expense, discharge or bond against such lien within thirty (30) days of written notice from Licensor.

15. DELIVERY OF POSSESSION. If Licensor fails (for any reason) to deliver possession of the Premises to Licensee on the Commencement Date, this Site License Agreement will continue in effect, but the Initial Term and any Renewal Terms shall automatically be extended by the amount of time during which such inability shall continue. If Licensor is unable to deliver possession within thirty (30) days of the Commencement Date, Licensee may terminate this Site License Agreement forthwith and all obligations of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

16. QUIET ENJOYMENT. Licensee shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the provisions hereof.

17. ACCESS. Licensor may enter the Premises, only after reasonable notice to Licensee, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Licensor may enter the Premises without prior notice to Licensee.

18. COMPLIANCE WITH LAW. Licensee, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating solely to Licensee's use of the Premises. Licensee shall not make or cause any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other licensees, occupants or persons in the general area of the Premises. Licensee shall obtain, at its sole expense, any licenses or permits which may be required solely for the Use.

19. ASSIGNMENT AND SUBLETTING. Licensee shall have the right at any time, without Licensor's consent, to assign this Site License Agreement or sublet all or any portion of the Premises, or Licensee's improvements thereto.

20. FIRE AND CASUALTY. In the event the Premises or the building containing the Premises is damaged by fire or other casualty so as to render the Premises unsuitable for the Use, Licensee shall have the option, at its sole election, to repair the improvements or to terminate this Site License Agreement effective on the date of such damage.

21. CONDEMNATION. If the entire area in which the Premises is located is acquired or condemned by the power of eminent domain by any public or other authority, this Site License Agreement will terminate upon the date such taking becomes effective. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the Use, then this Site License Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the exclusive property of Licensor; provided, however, that any damages awarded for moving expenses or Licensee's fixtures, improvements or equipment shall belong to Licensee.

22. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensor harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorneys' fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Premises due to the negligence or willful misconduct of Licensee, its agents or employees.

(b) Licensor shall indemnify and hold Licensee harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Property, including the Premises, due to the negligence or willful misconduct of Licensor, its agents or employees.

23. DEFAULT. Licensee shall be in default of this Site License Agreement upon the occurrence of any one of the following events:

(a) failure to perform or observe any material covenant, term or condition of this Site License Agreement which shall not be corrected within sixty (60) days after written notice from Licensor specifying the failure, or for such longer period as may be reasonably necessary to correct such default;

(b) abandonment or cessation of business operations at the Premises by Licensee for more than thirty (30) days except in the event of any casualty damage, condemnation, event of force majeure or other unavoidable delay; or

(c) any material misrepresentation or intentional omission of or on behalf of Licensee made to Licensor in connection with this Site License Agreement;

24. **REMEDIES OF LICENSOR.** Upon any uncured default by Licensee, Licensor may, at its option, terminate this Site License Agreement and/or commence eviction proceedings in accordance with the laws of Georgia.
25. **TIME OF ESSENCE.** Time is of the essence of this Site License Agreement.
26. **UNAVOIDABLE DELAYS.** Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.
27. **ENTIRE AGREEMENT.** The parties acknowledge that they have read and understand the terms of this Site License Agreement. This Site License Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Site License Agreement may only be amended in writing and signed by both Licensor and Licensee.
28. **INVALID PROVISION.** If any provision of this Site License Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **CAPTIONS.** The captions in this Site License Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.
30. **PARTIES BOUND.** This Site License Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. In the event Licensor sells the Property or the portion thereof in which the Premises is located, Licensor shall be released from all liabilities under this Site License Agreement, and the purchaser, as successor licensor, shall be deemed to have assumed all of the obligations and liabilities of Licensor under this Site License Agreement.
31. **BROKERS.** Each of Licensor and Licensee represents that it was not represented in this transaction by any broker, agent or commission salesperson, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by any such broker, agent or commission salesperson, including reasonable attorney's fees and costs incurred in defending such claim.
32. **TERMINATION BY LICENSEE OR LICENSOR.** If, for any reason whatsoever, the Premises should not receive (and continue to enjoy) approval for the installation and use of Licensee's electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, or if the Premises is deemed by Licensee to lack sufficient potential to attract electric vehicle owners to the Premises, Licensee shall have the option to terminate this Site License Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Licensor may terminate this Site License Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Licensor's convenience, Licensor shall pay to Licensee as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to \$150.00 per plug, multiplied by the number of months then remaining in the Term, or an amount equal to the average monthly Revenue during the Term to-date multiplied by the number of months then remaining during the Term, whichever is greater.
33. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the address set forth above.
34. **GOVERNING LAW.** This Site License Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.
35. **COUNTERPARTS.** This Site License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Site License Agreement shall be deemed to be binding upon the parties upon the delivery by either party of a copy of an original executed by both parties. The parties shall exchange original signatures promptly after execution.

IN WITNESS WHEREOF, this Site License Agreement is executed on the ____ day of _____, 20__.

LICENSOR: _____

By: _____

Title: _____

LICENSEE: EnviroSpark Networks, Inc.

By: _____

Title: _____

ENVIROSPARK NETWORKS, INC.

EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: Dunwoody City Hall _____ d/b/a: (if applicable) _____

Information: Organization type (e.g., corporation, LLC): City of Dunwoody State of organization: Ga
Address: 4800 Ashford Dunwoody Rd NE _____
City: Dunwoody _____ State: Ga _____ Zip: 30338 _____
Contact: _____ Phone: _____ Email: _____

Effective Date: _____, 20__ (the "Effective Date")

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), the attached Site License Agreement (Exhibit C) and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect for the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Ten (10) years from the Effective Date
Services Fee:	\$0

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

AGREED AND ACCEPTED:

ENVIROSPARK NETWORKS, INC.
("ENVIROSPARK")

("CLIENT")

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); or (b) any maintenance or support services with respect to any Equipment installed pursuant to the Agreement. Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”); and services with respect to (b) above will only be provided by EnviroSpark to the extent specified in a separate written agreement between EnviroSpark and the Client. Client acknowledges and agrees that it shall not be entitled to any share of any revenues received by EnviroSpark in respect of EnviroSpark’s use of the Site(s) (as defined below) or equipment installed by EnviroSpark therein, and that EnviroSpark shall have sole control over amounts charged to Client customers, business invitees and other visitors to the applicable Site(s) for use of such EnviroSpark equipment.

1. Effective Date and Term. The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

2. Fees and Taxes. Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

3. Payment EnviroSpark shall reimburse Client for the total cost of electricity at the Site in connection with the Services and Equipment provided under this Agreement, which shall be calculated and paid to Client on a quarterly basis. In the event that the necessary data for the reimbursement is unavailable at the end of each applicable quarter, within sixty (60) days after the quarter, the parties will use commercially reasonable efforts to obtain the average cost of electricity in the specific sector of the state in which the applicable Site is located. The KWh cost of electricity used for such reimbursement shall utilize the average monthly retail price of electricity in the sector of the state in which the applicable Site is located, as provided by the U.S. Energy Information Administration Independent Statistics & Analysis Report 5.6 as available at (<https://www.eia.gov/electricity/data/browser/#/topic/?agg=0.1&geo=vvvvvvvvvvvvv&endsec=vg&linechart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&columnchart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&map=ELEC.PRICE.US-ALL.M&freq=M&start=2008.01&end=2021.04&ctype=linechart<ype=pin&rtype=s&maptype=0&rse=0&pin=1>) – as updated and/or amended from time to time. In the event that the website in the foregoing sentence is no longer published or updated during the Term of this Agreement, the parties agree to use commercially reasonable efforts to agree on a reimbursement calculation method within thirty (30) days of determining the website is no longer published or updated.

4. Warranties. Client represents and warrants to EnviroSpark that: (a) it is duly organized and validly existing under the laws of its state of incorporation or other formation; (b) it has the right, power and authority to enter into the Agreement and the Site License Agreement; (c) it is the owner of the premises on which installation of Equipment will take place as specified in the Agreement (the “Site”) or that Client is a tenant of such premises and has obtained from the owner of the Site all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; (d) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services

(wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications (wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

5. Indemnification. Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 4 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 5; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any

such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of the claim. The indemnified party's failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 5 unless the indemnifying party's defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party's defense and indemnity requirements in this Section 5 shall not apply to the extent such claim was based upon the indemnified party's negligence or willful misconduct or any settlement of such claim made by the indemnified party without such indemnifying party's prior written consent.

6. Confidentiality. Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Compliance with Laws. EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

9. No Waivers. No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

10. Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If

any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

11. Termination. Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment.

12. Survival. Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

13. Insurance. EnviroSpark and Client will each carry and maintain workers compensation insurance coverage as required by law and other liability insurance coverage as required to meet its indemnification obligations under the Agreement.

14. Notices. All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

16. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

17. Successors. The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

18. Headings. The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

19. Relationship of Parties. EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

20. Force Majeure. Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

21. Counterparts; Facsimile, Electronic and Digital Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a

sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

22. Conflict of Terms. These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

23. Entire Agreement. The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

EXHIBIT B**EQUIPMENT INSTALLATION SCHEDULE**

Equipment List:

- (6) Universal 40A Charging Station
- (3) Pedestals
- (6) Smart Hardware Module
- (6) EV Parking Stenciling
- (6) EV Charging Signage
- (1) Necessary Installation Labor

Description: Envirospark to come and make final connections of the charging stations on the GPC provided infrastructure through the Make Ready program. Envirospark will mount pedestals on the concrete pads, make the final connections, and paint the spaces to indicate them as EV parking.

EXHIBIT C**SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (“Site License Agreement”) is entered into this ___ day of _____, 20___ (“Effective Date”) by and between _____, with an address of _____ (“Licensor”), and EnviroSpark Networks, Inc., a Georgia corporation, with an address of _____ (“Licensee”).

In consideration of the sum of Ten Dollars (\$10.00), in hand paid, and the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Licensor and Licensee agree as follows:

1. **LICENSE.** Licensor hereby grant to Licensee a license (the “License”) to use the parking spaces identified on Exhibit A attached hereto and made a part hereof (the “Premises”), which parking spaces are located at _____ (the “Property”), , together with a non-exclusive easement for pedestrian and vehicular ingress and egress over, under and across other portions of the Property and to and from the Premises for the construction of improvements to the Premises and the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property and to and from the Premises. Unless otherwise provided herein, the easement area shall be considered part of the Premises.

2. **TERM.**

The term of this Site License Agreement will coincide with, and be the same term as, the Term of the Agreement to which this Site License Agreement is attached, as specified in the Agreement (the “Term”). If Licensee shall remain in possession of the Premises at the expiration of the Term without written agreement, such tenancy shall be deemed a year-to-year tenancy.

3. **USE.** The Premises shall be used by Licensee for the construction and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of Licensee’s customers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

4. **LICENSOR COVENANTS.** Licensor covenants, warrants and represents to Licensee that: (a) Licensor has good and marketable title to the Premises and the Property, with the full power and authority to enter into and execute this Site License Agreement and grant to Licensee the rights specified in this Site License Agreement; (b) Licensor shall not permit during the Term electric vehicle charging of any kind in any location on the Property, except for Licensee’s Use within the Premises; and (c) shall not at any time during the Term require any tenants of the Property to pay charges of any kind for the privilege of using the Charging Station(s). Licensor further warrants that there are and shall be throughout the Term no encumbrances on Licensor’s title to the Property that would prevent Licensee from gaining access to the Property or using the Premises for the Use or any other uses intended by Licensee as set forth in this Site License Agreement.

5. **GOVERNMENTAL APPROVALS.** Licensee’s ability, and any Licensee obligation, to use the Premises is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Licensee may file any such applications with respect to the Premises and the Property and Licensor’s other surrounding property. Licensor will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Use and for the installation of all electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, and this Site License Agreement is contingent upon Licensor doing and obtaining all of the foregoing.

6. **LICENSOR HAZARDOUS MATERIALS REPRESENTATION.** Licensor warrants and represents that Licensor has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Further, Licensor warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Property or the Premises. Licensor hereby grants to Licensee the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Licensee in its sole discretion, provided only that Licensee restores the Premises to substantially its original condition. If Licensee discovers, or determines in any manner, the presence,

the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Licensee shall have the right to terminate this Site License Agreement forthwith.

7. UTILITIES. Licensor shall maintain and pay for all utilities and services furnished to the Premises throughout the Term. Licensor hereby grants to Licensee an easement to install such additional utilities as may from time to time be needed in Licensee's reasonable discretion. Licensor agrees to pursue the burial of electric utility lines necessary for Licensee's equipment.

8. REAL PROPERTY TAXES. Licensor shall, throughout the Term, pay and discharge when due all real property taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or any improvements constituting the Premises. If the taxes defined in this paragraph are increased due to uses solely operated by Licensee, Licensee shall reimburse Licensor the amount of any increase caused by said use. Licensor agrees to cooperate with Licensee in the event Licensee challenges any real property tax assessment, ordinary or special.

9. PERSONAL PROPERTY TAXES. Licensee shall, throughout the Term, pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Licensee located upon the Premises. The parties hereby agree that any improvements constructed by Licensee on the Premises shall constitute and remain personal property belonging to Licensee.

10. CASUALTY INSURANCE. During the Term, Licensee shall maintain fire and extended coverage casualty insurance on Licensee's improvements, in amounts deemed adequate by Licensee.

11. LIABILITY INSURANCE. During the Term, Licensee and Licensor shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of a least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of Licensee and Licensor shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

12. MAINTENANCE AND CONDITION. Licensor agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable thereto. Licensee agrees to promptly give notice to Licensor of any required repairs or unsafe conditions and Licensor will be afforded a reasonable period of time to complete the same.

13. LICENSEE'S IMPROVEMENTS. Except for Licensee's initial improvements to the Premises, which are hereby approved by Licensor, Licensee shall not make any alterations, additions or improvements, except as necessary for the Use, without on each occasion obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Site License Agreement, Licensee may elect to remove Licensee's alterations, additions or improvements and repair any damage resulting therefrom. As it may become mutually desirable for additional charging stations to be added from time to time, Licensor may choose to allot additional parking spaces on the Property to the Premises specified in this Site License Agreement, and Licensee may choose to add additional charging stations. Licensor shall not use or allow to be used any other parking spaces on for purposes of electric vehicle charging the Property without the prior written consent of Licensee.

14. DISCHARGE OF LIENS. Licensee agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises and claimed by the applicable lienholder to arise solely from Licensee's actions, Licensee shall, at its sole expense, discharge or bond against such lien within thirty (30) days of written notice from Licensor.

15. DELIVERY OF POSSESSION. If Licensor fails (for any reason) to deliver possession of the Premises to Licensee on the Commencement Date, this Site License Agreement will continue in effect, but the Initial Term and any Renewal Terms shall automatically be extended by the amount of time during which such inability shall continue. If Licensor is unable to deliver possession within thirty (30) days of the Commencement Date, Licensee may terminate this Site License Agreement forthwith and all obligations

of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

16. QUIET ENJOYMENT. Licensee shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the provisions hereof.

17. ACCESS. Licensor may enter the Premises, only after reasonable notice to Licensee, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Licensor may enter the Premises without prior notice to Licensee.

18. COMPLIANCE WITH LAW. Licensee, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating solely to Licensee's use of the Premises. Licensee shall not make or cause any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other licensees, occupants or persons in the general area of the Premises. Licensee shall obtain, at its sole expense, any licenses or permits which may be required solely for the Use.

19. ASSIGNMENT AND SUBLETTING. Licensee shall have the right at any time, without Licensor's consent, to assign this Site License Agreement or sublet all or any portion of the Premises, or Licensee's improvements thereto.

20. FIRE AND CASUALTY. In the event the Premises or the building containing the Premises is damaged by fire or other casualty so as to render the Premises unsuitable for the Use, Licensee shall have the option, at its sole election, to repair the improvements or to terminate this Site License Agreement effective on the date of such damage.

21. CONDEMNATION. If the entire area in which the Premises is located is acquired or condemned by the power of eminent domain by any public or other authority, this Site License Agreement will terminate upon the date such taking becomes effective. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the Use, then this Site License Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the exclusive property of Licensor; provided, however, that any damages awarded for moving expenses or Licensee's fixtures, improvements or equipment shall belong to Licensee.

22. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensor harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorneys' fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Premises due to the negligence or willful misconduct of Licensee, its agents or employees.

(b) Licensor shall indemnify and hold Licensee harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Property, including the Premises, due to the negligence or willful misconduct of Licensor, its agents or employees.

23. DEFAULT. Licensee shall be in default of this Site License Agreement upon the occurrence of any one of the following events:

(a) failure to perform or observe any material covenant, term or condition of this Site License Agreement which shall not be corrected within sixty (60) days after written notice from Licensor specifying the failure, or for such longer period as may be reasonably necessary to correct such default;

(b) abandonment or cessation of business operations at the Premises by Licensee for more than thirty (30) days except in the event of any casualty damage, condemnation, event of force majeure or other unavoidable delay; or

(c) any material misrepresentation or intentional omission of or on behalf of Licensee made to Licensor in connection with this Site License Agreement;

24. REMEDIES OF LICENSOR. Upon any uncured default by Licensee, Licensor may, at its option, terminate this Site License Agreement and/or commence eviction proceedings in accordance with the laws of Georgia.

25. TIME OF ESSENCE. Time is of the essence of this Site License Agreement.

26. UNAVOIDABLE DELAYS. Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.

27. ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Site License Agreement. This Site License Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Site License Agreement may only be amended in writing and signed by both Licensor and Licensee.

28. INVALID PROVISION. If any provision of this Site License Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

29. CAPTIONS. The captions in this Site License Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

30. PARTIES BOUND. This Site License Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. In the event Licensor sells the Property or the portion thereof in which the Premises is located, Licensor shall be released from all liabilities under this Site License Agreement, and the purchaser, as successor licensor, shall be deemed to have assumed all of the obligations and liabilities of Licensor under this Site License Agreement.

31. BROKERS. Each of Licensor and Licensee represents that it was not represented in this transaction by any broker, agent or commission salesperson, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by any such broker, agent or commission salesperson, including reasonable attorney's fees and costs incurred in defending such claim.

32. TERMINATION BY LICENSEE OR LICENSOR. If, for any reason whatsoever, the Premises should not receive (and continue to enjoy) approval for the installation and use of Licensee's electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, or if the Premises is deemed by Licensee to lack sufficient potential to attract electric vehicle owners to the Premises, Licensee shall have the option to terminate this Site License Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Licensor may terminate this Site License Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Licensor's convenience, Licensor shall pay to Licensee as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to \$150.00 per plug, multiplied by the number of months then remaining in the Term, or an amount equal to the average monthly Revenue during the Term to-date multiplied by the number of months then remaining during the Term, whichever is greater.

33. NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the address set forth above.

34. GOVERNING LAW. This Site License Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.

35. COUNTERPARTS. This Site License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Site License Agreement shall be deemed to be binding upon the parties upon the delivery by either party of a copy of an original executed by both parties. The parties shall exchange original signatures promptly after execution.

IN WITNESS WHEREOF, this Site License Agreement is executed on the ____ day of _____, 20__.

LICENSOR: _____

By: _____

Title: _____

LICENSEE: EnviroSpark Networks, Inc.

By: _____

Title: _____

ENVIROSPARK NETWORKS, INC.

EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: Pernoshal Park _____ d/b/a: (if applicable) _____

Information: Organization type (e.g., corporation, LLC): City of Dunwoody _____ State of organization: _____
Address: 4575 North Shallowford Rd _____
City: Dunwoody _____ State: Ga _____ Zip: 30338 _____
Contact: _____ Phone: _____ Email: _____

Effective Date: _____, 20__ (the "Effective Date")

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), the attached Site License Agreement (Exhibit C) and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect for the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Ten (10) years from the Effective Date
Services Fee:	\$0

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

AGREED AND ACCEPTED:

ENVIROSPARK NETWORKS, INC.
("ENVIROSPARK")

("CLIENT")

By: _____
(Authorized Signature)
Name: _____
Title: _____

By: _____
(Authorized Signature)
Name: _____
Title: _____

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); or (b) any maintenance or support services with respect to any Equipment installed pursuant to the Agreement. Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”); and services with respect to (b) above will only be provided by EnviroSpark to the extent specified in a separate written agreement between EnviroSpark and the Client. Client acknowledges and agrees that it shall not be entitled to any share of any revenues received by EnviroSpark in respect of EnviroSpark’s use of the Site(s) (as defined below) or equipment installed by EnviroSpark therein, and that EnviroSpark shall have sole control over amounts charged to Client customers, business invitees and other visitors to the applicable Site(s) for use of such EnviroSpark equipment.

1. Effective Date and Term. The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

2. Fees and Taxes. Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

3. Payment EnviroSpark shall reimburse Client for the total cost of electricity at the Site in connection with the Services and Equipment provided under this Agreement, which shall be calculated and paid to Client on a quarterly basis. In the event that the necessary data for the reimbursement is unavailable at the end of each applicable quarter, within sixty (60) days after the quarter, the parties will use commercially reasonable efforts to obtain the average cost of electricity in the specific sector of the state in which the applicable Site is located. The KWh cost of electricity used for such reimbursement shall utilize the average monthly retail price of electricity in the sector of the state in which the applicable Site is located, as provided by the U.S. Energy Information Administration Independent Statistics & Analysis Report 5.6 as available at ([**4. Warranties.** Client represents and warrants to EnviroSpark that: \(a\) it is duly organized and validly existing under the laws of its state of incorporation or other formation; \(b\) it has the right, power and authority to enter into the Agreement and the Site License Agreement; \(c\) it is the owner of the premises on which installation of Equipment will take place as specified in the Agreement \(the “Site”\) or that Client is a tenant of such premises and has obtained from the owner of the Site all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; \(d\) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the](https://www.eia.gov/electricity/data/browser/#/topic/?agg=0,1&geo=vvvvvvvvvvv&endsec=v&linechart=ELEC.PRICE.TX-ALL.M~ELEC.PRICE.TX-RES.M~ELEC.PRICE.TX-COM.M~ELEC.PRICE.TX-IND.M&columnchart=ELEC.PRICE.TX-ALL.M~ELEC.PRICE.TX-RES.M~ELEC.PRICE.TX-COM.M~ELEC.PRICE.TX-IND.M&map=ELEC.PRICE.US-ALL.M&freq=M&start=200801&end=202104&ctype=linechart<ype=pin&rtype=s&maptype=0&rse=0&pin=”) – as updated and/or amended from time to time. In the event that the website in the foregoing sentence is no longer published or updated during the Term of this Agreement, the parties agree to use commercially reasonable efforts to agree on a reimbursement calculation method within thirty (30) days of determining the website is no longer published or updated.</p>
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execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services (wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications (wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

5. Indemnification. Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 4 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against

Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 5; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of the claim. The indemnified party's failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 5 unless the indemnifying party's defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party's defense and indemnity requirements in this Section 5 shall not apply to the extent such claim was based upon the indemnified party's negligence or willful misconduct or any settlement of such claim made by the indemnified party without such indemnifying party's prior written consent.

6. Confidentiality. Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Compliance with Laws. EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

9. No Waivers. No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

10. Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

11. Termination. Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment.

12. Survival. Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

13. Insurance. EnviroSpark and Client will each carry and maintain workers compensation insurance coverage as required by law and other liability insurance coverage as required to meet its indemnification obligations under the Agreement.

14. Notices. All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

16. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

17. Successors. The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

18. Headings. The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

19. Relationship of Parties. EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

20. Force Majeure. Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

21. Counterparts; Facsimile, Electronic and Digital Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

22. Conflict of Terms. These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

23. Entire Agreement. The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

EXHIBIT B

EQUIPMENT INSTALLATION SCHEDULE

Equipment List:

- (4) Universal 40A Charging Station
- (2) Pedestals
- (4) 40A 208v Circuit
- (4) Smart Hardware Module
- (4) EV Parking Stenciling
- (1) Necessary Installation Labor

Description: Envirospark to install (4) smart charging modules on the GPC provided infrastructure. Bolt down pedestals, make final connections, test and activate the stations. Envirospark to also stencil the spaces as EV parking only.



EXHIBIT C**SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (“Site License Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”) by and between _____, with an address of _____ (“Licensor”), and EnviroSpark Networks, Inc., a Georgia corporation, with an address of _____ (“Licensee”).

In consideration of the sum of Ten Dollars (\$10.00), in hand paid, and the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Licensor and Licensee agree as follows:

1. LICENSE. Licensor hereby grant to Licensee a license (the “License”) to use the parking spaces identified on Exhibit A attached hereto and made a part hereof (the “Premises”), which parking spaces are located at _____ (the “Property”), , together with a non-exclusive easement for pedestrian and vehicular ingress and egress over, under and across other portions of the Property and to and from the Premises for the construction of improvements to the Premises and the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property and to and from the Premises. Unless otherwise provided herein, the easement area shall be considered part of the Premises.

2. TERM.

The term of this Site License Agreement will coincide with, and be the same term as, the Term of the Agreement to which this Site License Agreement is attached, as specified in the Agreement (the “Term”). If Licensee shall remain in possession of the Premises at the expiration of the Term without written agreement, such tenancy shall be deemed a year-to-year tenancy.

3. USE. The Premises shall be used by Licensee for the construction and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of Licensee’s customers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

4. LICENSOR COVENANTS. Licensor covenants, warrants and represents to Licensee that: (a) Licensor has good and marketable title to the Premises and the Property, with the full power and authority to enter into and execute this Site License Agreement and grant to Licensee the rights specified in this Site License Agreement; (b) Licensor shall not permit during the Term electric vehicle charging of any kind in any location on the Property, except for Licensee’s Use within the Premises; and (c) shall not at any time during the Term require any tenants of the Property to pay charges of any kind for the privilege of using the Charging Station(s). Licensor further warrants that there are and shall be throughout the Term no encumbrances on Licensor’s title to the Property that would prevent Licensee from gaining access to the Property or using the Premises for the Use or any other uses intended by Licensee as set forth in this Site License Agreement.

5. GOVERNMENTAL APPROVALS. Licensee’s ability, and any Licensee obligation, to use the Premises is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Licensee may file any such applications with respect to the Premises and the Property and Licensor’s other surrounding property. Licensor will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Use and for the installation of all electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, and this Site License Agreement is contingent upon Licensor doing and obtaining all of the foregoing.

6. LICENSOR HAZARDOUS MATERIALS REPRESENTATION. Licensor warrants and represents that Licensor has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Further, Licensor warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Property or the Premises. Licensor hereby grants to Licensee the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Licensee in its sole discretion, provided only that Licensee restores the Premises to substantially its original condition. If Licensee discovers, or determines in any manner, the presence,

the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Licensee shall have the right to terminate this Site License Agreement forthwith.

7. UTILITIES. Licensor shall maintain and pay for all utilities and services furnished to the Premises throughout the Term. Licensor hereby grants to Licensee an easement to install such additional utilities as may from time to time be needed in Licensee's reasonable discretion. Licensor agrees to pursue the burial of electric utility lines necessary for Licensee's equipment.

8. REAL PROPERTY TAXES. Licensor shall, throughout the Term, pay and discharge when due all real property taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or any improvements constituting the Premises. If the taxes defined in this paragraph are increased due to uses solely operated by Licensee, Licensee shall reimburse Licensor the amount of any increase caused by said use. Licensor agrees to cooperate with Licensee in the event Licensee challenges any real property tax assessment, ordinary or special.

9. PERSONAL PROPERTY TAXES. Licensee shall, throughout the Term, pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Licensee located upon the Premises. The parties hereby agree that any improvements constructed by Licensee on the Premises shall constitute and remain personal property belonging to Licensee.

10. CASUALTY INSURANCE. During the Term, Licensee shall maintain fire and extended coverage casualty insurance on Licensee's improvements, in amounts deemed adequate by Licensee.

11. LIABILITY INSURANCE. During the Term, Licensee and Licensor shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of a least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of Licensee and Licensor shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

12. MAINTENANCE AND CONDITION. Licensor agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable thereto. Licensee agrees to promptly give notice to Licensor of any required repairs or unsafe conditions and Licensor will be afforded a reasonable period of time to complete the same.

13. LICENSEE'S IMPROVEMENTS. Except for Licensee's initial improvements to the Premises, which are hereby approved by Licensor, Licensee shall not make any alterations, additions or improvements, except as necessary for the Use, without on each occasion obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Site License Agreement, Licensee may elect to remove Licensee's alterations, additions or improvements and repair any damage resulting therefrom. As it may become mutually desirable for additional charging stations to be added from time to time, Licensor may choose to allot additional parking spaces on the Property to the Premises specified in this Site License Agreement, and Licensee may choose to add additional charging stations. Licensor shall not use or allow to be used any other parking spaces on for purposes of electric vehicle charging the Property without the prior written consent of Licensee.

14. DISCHARGE OF LIENS. Licensee agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises and claimed by the applicable lienholder to arise solely from Licensee's actions, Licensee shall, at its sole expense, discharge or bond against such lien within thirty (30) days of written notice from Licensor.

15. DELIVERY OF POSSESSION. If Licensor fails (for any reason) to deliver possession of the Premises to Licensee on the Commencement Date, this Site License Agreement will continue in effect, but the Initial Term and any Renewal Terms shall automatically be extended by the amount of time during which such inability shall continue. If Licensor is unable to deliver possession

within thirty (30) days of the Commencement Date, Licensee may terminate this Site License Agreement forthwith and all obligations of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

16. QUIET ENJOYMENT. Licensee shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the provisions hereof.

17. ACCESS. Licensors may enter the Premises, only after reasonable notice to Licensee, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Licensors may enter the Premises without prior notice to Licensee.

18. COMPLIANCE WITH LAW. Licensee, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating solely to Licensee's use of the Premises. Licensee shall not make or cause any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other licensees, occupants or persons in the general area of the Premises. Licensee shall obtain, at its sole expense, any licenses or permits which may be required solely for the Use.

19. ASSIGNMENT AND SUBLETTING. Licensee shall have the right at any time, without Licensors's consent, to assign this Site License Agreement or sublet all or any portion of the Premises, or Licensee's improvements thereto.

20. FIRE AND CASUALTY. In the event the Premises or the building containing the Premises is damaged by fire or other casualty so as to render the Premises unsuitable for the Use, Licensee shall have the option, at its sole election, to repair the improvements or to terminate this Site License Agreement effective on the date of such damage.

21. CONDEMNATION. If the entire area in which the Premises is located is acquired or condemned by the power of eminent domain by any public or other authority, this Site License Agreement will terminate upon the date such taking becomes effective. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the Use, then this Site License Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the exclusive property of Licensors; provided, however, that any damages awarded for moving expenses or Licensee's fixtures, improvements or equipment shall belong to Licensee.

22. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensors harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorneys' fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Premises due to the negligence or willful misconduct of Licensee, its agents or employees.

(b) Licensors shall indemnify and hold Licensee harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Property, including the Premises, due to the negligence or willful misconduct of Licensors, its agents or employees.

23. DEFAULT. Licensee shall be in default of this Site License Agreement upon the occurrence of any one of the following events:

(a) failure to perform or observe any material covenant, term or condition of this Site License Agreement which shall not be corrected within sixty (60) days after written notice from Licensors specifying the failure, or for such longer period as may be reasonably necessary to correct such default;

(b) abandonment or cessation of business operations at the Premises by Licensee for more than thirty (30) days except in the event of any casualty damage, condemnation, event of force majeure or other unavoidable delay; or

(c) any material misrepresentation or intentional omission of or on behalf of Licensee made to Licensor in connection with this Site License Agreement;

24. REMEDIES OF LICENSOR. Upon any uncured default by Licensee, Licensor may, at its option, terminate this Site License Agreement and/or commence eviction proceedings in accordance with the laws of Georgia.

25. TIME OF ESSENCE. Time is of the essence of this Site License Agreement.

26. UNAVOIDABLE DELAYS. Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.

27. ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Site License Agreement. This Site License Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Site License Agreement may only be amended in writing and signed by both Licensor and Licensee.

28. INVALID PROVISION. If any provision of this Site License Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

29. CAPTIONS. The captions in this Site License Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

30. PARTIES BOUND. This Site License Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. In the event Licensor sells the Property or the portion thereof in which the Premises is located, Licensor shall be released from all liabilities under this Site License Agreement, and the purchaser, as successor licensor, shall be deemed to have assumed all of the obligations and liabilities of Licensor under this Site License Agreement.

31. BROKERS. Each of Licensor and Licensee represents that it was not represented in this transaction by any broker, agent or commission salesperson, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by any such broker, agent or commission salesperson, including reasonable attorney's fees and costs incurred in defending such claim.

32. TERMINATION BY LICENSEE OR LICENSOR. If, for any reason whatsoever, the Premises should not receive (and continue to enjoy) approval for the installation and use of Licensee's electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, or if the Premises is deemed by Licensee to lack sufficient potential to attract electric vehicle owners to the Premises, Licensee shall have the option to terminate this Site License Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Licensor may terminate this Site License Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Licensor's convenience, Licensor shall pay to Licensee as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to \$150.00 per plug, multiplied by the number of months then remaining in the Term, or an amount equal to the average monthly Revenue during the Term to-date multiplied by the number of months then remaining during the Term, whichever is greater.

33. NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the address set forth above.

34. GOVERNING LAW. This Site License Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.

35. COUNTERPARTS. This Site License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Site License Agreement shall be deemed to be binding upon the parties upon the delivery by either party of a copy of an original executed by both parties. The parties shall exchange original signatures promptly after execution.

IN WITNESS WHEREOF, this Site License Agreement is executed on the ____ day of _____, 20__.

LICENSOR: _____

By: _____

Title: _____

LICENSEE: EnviroSpark Networks, Inc.

By: _____

Title: _____

ENVIROSPARK NETWORKS, INC.

EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: Spruil Center of the Arts _____ d/b/a: (if applicable) _____

Information: Organization type (e.g., corporation, LLC): City of Dunwoody State of organization: Ga _____

Address: 5339 Chamblee Dunwoody Rd _____

City: Dunwoody _____ State: Ga _____

Zip: 30338 _____

Contact: Jay Vinicki _____ Phone: _____

Email: _____

Effective Date: __October, 21_____, 2021 (the "Effective Date")

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), the attached Site License Agreement (Exhibit C) and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect for the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Ten (10) years from the Effective Date
Services Fee:	\$0

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

AGREED AND ACCEPTED:

ENVIROSPARK NETWORKS, INC.
("ENVIROSPARK")

("CLIENT") City of Dunwoody _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); or (b) any maintenance or support services with respect to any Equipment installed pursuant to the Agreement. Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”); and services with respect to (b) above will only be provided by EnviroSpark to the extent specified in a separate written agreement between EnviroSpark and the Client. Client acknowledges and agrees that it shall not be entitled to any share of any revenues received by EnviroSpark in respect of EnviroSpark’s use of the Site(s) (as defined below) or equipment installed by EnviroSpark therein, and that EnviroSpark shall have sole control over amounts charged to Client customers, business invitees and other visitors to the applicable Site(s) for use of such EnviroSpark equipment.

1. Effective Date and Term. The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

2. Fees and Taxes. Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

3. Payment EnviroSpark shall reimburse Client for the total cost of electricity at the Site in connection with the Services and Equipment provided under this Agreement, which shall be calculated and paid to Client on a quarterly basis. In the event that the necessary data for the reimbursement is unavailable at the end of each applicable quarter, within sixty (60) days after the quarter, the parties will use commercially reasonable efforts to obtain the average cost of electricity in the specific sector of the state in which the applicable Site is located. The KWh cost of electricity used for such reimbursement shall utilize the average monthly retail price of electricity in the sector of the state in which the applicable Site is located, as provided by the U.S. Energy Information Administration Independent Statistics & Analysis Report 5.6 as available at (<https://www.eia.gov/electricity/data/browser/#/topic/?agg=0.1&geo=vvvvvvvvvvvvv&endsec=vg&linechart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&columnchart=ELEC.PRICE.TX-ALL.M-ELEC.PRICE.TX-RES.M-ELEC.PRICE.TX-COM.M-ELEC.PRICE.TX-IND.M&map=ELEC.PRICE.US-ALL.M&freq=M&start=2008.01&end=2021.04&ctype=linechart<ype=pin&rtype=s&maptype=0&rse=0&pin=1>) – as updated and/or amended from time to time. In the event that the website in the foregoing sentence is no longer published or updated during the Term of this Agreement, the parties agree to use commercially reasonable efforts to agree on a reimbursement calculation method within thirty (30) days of determining the website is no longer published or updated.

4. Warranties. Client represents and warrants to EnviroSpark that: (a) it is duly organized and validly existing under the laws of its state of incorporation or other formation; (b) it has the right, power and authority to enter into the Agreement and the Site License Agreement; (c) it is the owner of the premises on which installation of Equipment will take place as specified in the Agreement (the “Site”) or that Client is a tenant of such premises and has obtained from the owner of the Site all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; (d) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services

(wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications (wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

5. Indemnification. Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 4 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 5; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any

such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party's request and expense, in the defense and settlement of the claim. The indemnified party's failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 5 unless the indemnifying party's defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party's defense and indemnity requirements in this Section 5 shall not apply to the extent such claim was based upon the indemnified party's negligence or willful misconduct or any settlement of such claim made by the indemnified party without such indemnifying party's prior written consent.

6. Confidentiality. Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Compliance with Laws. EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

9. No Waivers. No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

10. Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If

any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

11. Termination. Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment.

12. Survival. Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

13. Insurance. EnviroSpark and Client will each carry and maintain workers compensation insurance coverage as required by law and other liability insurance coverage as required to meet its indemnification obligations under the Agreement.

14. Notices. All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

15. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

16. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

17. Successors. The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

18. Headings. The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

19. Relationship of Parties. EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

20. Force Majeure. Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

21. Counterparts; Facsimile, Electronic and Digital Signatures. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a

sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

22. Conflict of Terms. These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

23. Entire Agreement. The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

EXHIBIT B

EQUIPMENT INSTALLATION SCHEDULE

Equipment List:

- (6) Universal 40A Charging Station
- (3) pedestals
- (6) Smart Hardware Module
- (6) EV Parking Stenciling
- (1) Necessary Installation Labor

Description: Envirospark to come and make final connections of the charging stations on the GPC provided infrastructure through the Make Ready program. Envirospark will mount pedestals on the concrete pads, make the final connections, and paint the spaces to indicate them as EV parking.



EXHIBIT C**SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (“Site License Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”) by and between _____, with an address of _____ (“Licensor”), and EnviroSpark Networks, Inc., a Georgia corporation, with an address of _____ (“Licensee”).

In consideration of the sum of Ten Dollars (\$10.00), in hand paid, and the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Licensor and Licensee agree as follows:

1. **LICENSE.** Licensor hereby grant to Licensee a license (the “License”) to use the parking spaces identified on Exhibit A attached hereto and made a part hereof (the “Premises”), which parking spaces are located at _____ (the “Property”), , together with a non-exclusive easement for pedestrian and vehicular ingress and egress over, under and across other portions of the Property and to and from the Premises for the construction of improvements to the Premises and the installation and maintenance of utilities, cables, conduits and pipes over, under and across the Property and to and from the Premises. Unless otherwise provided herein, the easement area shall be considered part of the Premises.

2. **TERM.**

The term of this Site License Agreement will coincide with, and be the same term as, the Term of the Agreement to which this Site License Agreement is attached, as specified in the Agreement (the “Term”). If Licensee shall remain in possession of the Premises at the expiration of the Term without written agreement, such tenancy shall be deemed a year-to-year tenancy.

3. **USE.** The Premises shall be used by Licensee for the construction and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of Licensee’s customers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

4. **LICENSOR COVENANTS.** Licensor covenants, warrants and represents to Licensee that: (a) Licensor has good and marketable title to the Premises and the Property, with the full power and authority to enter into and execute this Site License Agreement and grant to Licensee the rights specified in this Site License Agreement; (b) Licensor shall not permit during the Term electric vehicle charging of any kind in any location on the Property, except for Licensee’s Use within the Premises; and (c) shall not at any time during the Term require any tenants of the Property to pay charges of any kind for the privilege of using the Charging Station(s). Licensor further warrants that there are and shall be throughout the Term no encumbrances on Licensor’s title to the Property that would prevent Licensee from gaining access to the Property or using the Premises for the Use or any other uses intended by Licensee as set forth in this Site License Agreement.

5. **GOVERNMENTAL APPROVALS.** Licensee’s ability, and any Licensee obligation, to use the Premises is contingent upon obtaining all certificates, permits, licenses and other approvals that may be required by any governmental or regulatory authorities. Licensee may file any such applications with respect to the Premises and the Property and Licensor’s other surrounding property. Licensor will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit or approval for the Use and for the installation of all electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, and this Site License Agreement is contingent upon Licensor doing and obtaining all of the foregoing.

6. **LICENSOR HAZARDOUS MATERIALS REPRESENTATION.** Licensor warrants and represents that Licensor has not placed, or allowed to be placed, upon or near the Premises, any substance, material or other item of any nature that is now or has ever been classified, pursuant to any applicable federal, state or local rule or regulation, to be a hazardous material or toxic waste. Further, Licensor warrants and represents that to the best of its knowledge no hazardous material or toxic waste is, or ever has been, located upon the Property or the Premises. Licensor hereby grants to Licensee the right to test, examine or otherwise investigate for any such hazardous material or toxic waste in any manner deemed appropriate by Licensee in its sole discretion, provided only that Licensee restores the Premises to substantially its original condition. If Licensee discovers, or determines in any manner, the presence,

the prior existence or even the probability of prior existence of any such hazardous material or toxic waste, then Licensee shall have the right to terminate this Site License Agreement forthwith.

7. UTILITIES. Licensor shall maintain and pay for all utilities and services furnished to the Premises throughout the Term. Licensor hereby grants to Licensee an easement to install such additional utilities as may from time to time be needed in Licensee's reasonable discretion. Licensor agrees to pursue the burial of electric utility lines necessary for Licensee's equipment.

8. REAL PROPERTY TAXES. Licensor shall, throughout the Term, pay and discharge when due all real property taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or any improvements constituting the Premises. If the taxes defined in this paragraph are increased due to uses solely operated by Licensee, Licensee shall reimburse Licensor the amount of any increase caused by said use. Licensor agrees to cooperate with Licensee in the event Licensee challenges any real property tax assessment, ordinary or special.

9. PERSONAL PROPERTY TAXES. Licensee shall, throughout the Term, pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Licensee located upon the Premises. The parties hereby agree that any improvements constructed by Licensee on the Premises shall constitute and remain personal property belonging to Licensee.

10. CASUALTY INSURANCE. During the Term, Licensee shall maintain fire and extended coverage casualty insurance on Licensee's improvements, in amounts deemed adequate by Licensee.

11. LIABILITY INSURANCE. During the Term, Licensee and Licensor shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Premises with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of a least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of Licensee and Licensor shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

12. MAINTENANCE AND CONDITION. Licensor agrees to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable thereto. Licensee agrees to promptly give notice to Licensor of any required repairs or unsafe conditions and Licensor will be afforded a reasonable period of time to complete the same.

13. LICENSEE'S IMPROVEMENTS. Except for Licensee's initial improvements to the Premises, which are hereby approved by Licensor, Licensee shall not make any alterations, additions or improvements, except as necessary for the Use, without on each occasion obtaining the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Upon expiration of this Site License Agreement, Licensee may elect to remove Licensee's alterations, additions or improvements and repair any damage resulting therefrom. As it may become mutually desirable for additional charging stations to be added from time to time, Licensor may choose to allot additional parking spaces on the Property to the Premises specified in this Site License Agreement, and Licensee may choose to add additional charging stations. Licensor shall not use or allow to be used any other parking spaces on for purposes of electric vehicle charging the Property without the prior written consent of Licensee.

14. DISCHARGE OF LIENS. Licensee agrees to promptly pay its contractors and suppliers for all work performed and materials furnished to the Premises, if any. In the event any mechanic's or similar lien is filed on the Premises and claimed by the applicable lienholder to arise solely from Licensee's actions, Licensee shall, at its sole expense, discharge or bond against such lien within thirty (30) days of written notice from Licensor.

15. DELIVERY OF POSSESSION. If Licensor fails (for any reason) to deliver possession of the Premises to Licensee on the Commencement Date, this Site License Agreement will continue in effect, but the Initial Term and any Renewal Terms shall automatically be extended by the amount of time during which such inability shall continue. If Licensor is unable to deliver possession within thirty (30) days of the Commencement Date, Licensee may terminate this Site License Agreement forthwith and all obligations

of the parties will cease. The rights provided herein shall not be in limitation of any other rights the parties may have as a result of such failure to deliver possession.

16. QUIET ENJOYMENT. Licensee shall be entitled to peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the provisions hereof.

17. ACCESS. Licensor may enter the Premises, only after reasonable notice to Licensee, to conduct inspections and make necessary or desired repairs or improvements. In an emergency, and as permitted by law, Licensor may enter the Premises without prior notice to Licensee.

18. COMPLIANCE WITH LAW. Licensee, at its sole expense, shall comply with all present and future laws, ordinances, regulations and requirements of any federal, state or local authority relating solely to Licensee's use of the Premises. Licensee shall not make or cause any waste on the Premises, or any nuisance or use which might interfere with the enjoyment of other licensees, occupants or persons in the general area of the Premises. Licensee shall obtain, at its sole expense, any licenses or permits which may be required solely for the Use.

19. ASSIGNMENT AND SUBLETTING. Licensee shall have the right at any time, without Licensor's consent, to assign this Site License Agreement or sublet all or any portion of the Premises, or Licensee's improvements thereto.

20. FIRE AND CASUALTY. In the event the Premises or the building containing the Premises is damaged by fire or other casualty so as to render the Premises unsuitable for the Use, Licensee shall have the option, at its sole election, to repair the improvements or to terminate this Site License Agreement effective on the date of such damage.

21. CONDEMNATION. If the entire area in which the Premises is located is acquired or condemned by the power of eminent domain by any public or other authority, this Site License Agreement will terminate upon the date such taking becomes effective. If any part of the Premises or building containing the Premises is so acquired or condemned so as to render the Premises unsuitable for the Use, then this Site License Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. All damages awarded for such taking shall belong to and be the exclusive property of Licensor; provided, however, that any damages awarded for moving expenses or Licensee's fixtures, improvements or equipment shall belong to Licensee.

22. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensor harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorneys' fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Premises due to the negligence or willful misconduct of Licensee, its agents or employees.

(b) Licensor shall indemnify and hold Licensee harmless from any and all claims, loss, damages, liens, expenses, including reasonable attorney's fees incurred, and liabilities of whatever nature, arising out of or relating to loss or damage to any personal property or injury or death to any person occurring on or about the Property, including the Premises, due to the negligence or willful misconduct of Licensor, its agents or employees.

23. DEFAULT. Licensee shall be in default of this Site License Agreement upon the occurrence of any one of the following events:

(a) failure to perform or observe any material covenant, term or condition of this Site License Agreement which shall not be corrected within sixty (60) days after written notice from Licensor specifying the failure, or for such longer period as may be reasonably necessary to correct such default;

(b) abandonment or cessation of business operations at the Premises by Licensee for more than thirty (30) days except in the event of any casualty damage, condemnation, event of force majeure or other unavoidable delay; or

(c) any material misrepresentation or intentional omission of or on behalf of Licensee made to Licensor in connection with this Site License Agreement;

24. **REMEDIES OF LICENSOR.** Upon any uncured default by Licensee, Licensor may, at its option, terminate this Site License Agreement and/or commence eviction proceedings in accordance with the laws of Georgia.

25. **TIME OF ESSENCE.** Time is of the essence of this Site License Agreement.

26. **UNAVOIDABLE DELAYS.** Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or service, wars, governmental laws or restrictions, weather, acts of God, or any other cause beyond the reasonable control of such party.

27. **ENTIRE AGREEMENT.** The parties acknowledge that they have read and understand the terms of this Site License Agreement. This Site License Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Site License Agreement may only be amended in writing and signed by both Licensor and Licensee.

28. **INVALID PROVISION.** If any provision of this Site License Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

29. **CAPTIONS.** The captions in this Site License Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

30. **PARTIES BOUND.** This Site License Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. In the event Licensor sells the Property or the portion thereof in which the Premises is located, Licensor shall be released from all liabilities under this Site License Agreement, and the purchaser, as successor licensor, shall be deemed to have assumed all of the obligations and liabilities of Licensor under this Site License Agreement.

31. **BROKERS.** Each of Licensor and Licensee represents that it was not represented in this transaction by any broker, agent or commission salesperson, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by any such broker, agent or commission salesperson, including reasonable attorney's fees and costs incurred in defending such claim.

32. **TERMINATION BY LICENSEE OR LICENSOR.** If, for any reason whatsoever, the Premises should not receive (and continue to enjoy) approval for the installation and use of Licensee's electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Premises required for the Use or deemed necessary by Licensee, or if the Premises is deemed by Licensee to lack sufficient potential to attract electric vehicle owners to the Premises, Licensee shall have the option to terminate this Site License Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Licensor may terminate this Site License Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Licensor's convenience, Licensor shall pay to Licensee as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to \$150.00 per plug, multiplied by the number of months then remaining in the Term, or an amount equal to the average monthly Revenue during the Term to-date multiplied by the number of months then remaining during the Term, whichever is greater.

33. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the address set forth above.

34. **GOVERNING LAW.** This Site License Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of, the State of Georgia.

35. COUNTERPARTS. This Site License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Site License Agreement shall be deemed to be binding upon the parties upon the delivery by either party of a copy of an original executed by both parties. The parties shall exchange original signatures promptly after execution.

IN WITNESS WHEREOF, this Site License Agreement is executed on the ____ day of _____, 20__.

LICENSOR: _____

By: _____

Title: _____

LICENSEE: EnviroSpark Networks, Inc.

By: _____

Title: _____

**GEORGIA POWER COMPANY
ELECTRIC VEHICLE CHARGING MAKE-READY PROGRAM AGREEMENT**

This Electric Vehicle Charging Make-Ready Program Agreement (the “**Agreement**”) is made on this ____ day of _____, 202__ (the “**Effective Date**”), by and between Georgia Power Company, a Georgia corporation with a mailing address at 241 Ralph McGill Boulevard NE, Atlanta, Georgia 30308-3374 (“**Georgia Power**”), and the [Name of the Counterparty], with a mailing address at [Address of Counterparty] (the “**Customer**”). Customer and Georgia Power are referenced collectively as “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, Georgia Power has received authorization from the Georgia Public Service Commission to implement the Electrification of Transportation Initiative Program in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation (the “**Make-Ready Program**”);

WHEREAS, Customer has expressed a desire to participate in the Make-Ready Program and has developed a plan in the form attached hereto as Exhibit 3 (the “**Customer Plan**”);

WHEREAS, Customer’s participation in the Make-Ready Program would allow Customer to offset certain capital investments that would otherwise be required in order for Customer to install certain secondary electrical infrastructure necessary to support the **Project** (as defined in the Customer Plan);

WHEREAS, Georgia Power has solicited proposals for participation in the Make-Ready Program in order to allow Georgia Power to collect data necessary for the Georgia Public Service Commission and Georgia Power to properly evaluate the Make-Ready Program;

WHEREAS, Georgia Power has reviewed and accepted the Customer Plan and believes that Customer’s participation as described therein will be beneficial to the Make-Ready Program;

WHEREAS, Customer owns or is in lawful control of certain real property located at [address] (the “**Premises**”);

WHEREAS, Georgia Power has the materials, services, labor, and professional expertise necessary to install and maintain the ET Infrastructure (as defined below); and

WHEREAS, Georgia Power is willing to install and maintain the ET Infrastructure at the Premises in the locations specified in the Customer Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Delivery and Installation of the ET Infrastructure. Within thirty (30) days of the Effective Date, Georgia Power will deliver to the Premises the secondary electrical infrastructure and associated metering equipment that Georgia Power deems reasonably necessary to support the Project, as identified in Exhibit 1 attached hereto (collectively, the “**ET Infrastructure**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging, and does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices. Customer acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program and Georgia Power acknowledges that Customer’s implementation of the Project may be planned to be conducted in one or more phases. Therefore, in order to permit Georgia Power to obtain sufficient data in support of the Make-Ready Program, within thirty (30) days of the Effective Date, Customer must select a third-party installer for the installation of ET

Infrastructure from the list of Georgia Power-approved qualified vendors identified in **Exhibit 2** attached hereto. Further, within sixty (60) days of selection of the third-party installer, Customer must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project as identified in the Customer Plan. The ET Infrastructure will be installed at the Premises in the locations identified in the Customer Plan, and will be incorporated behind the meter within portions of Customer’s electrical system. Following installation of the ET Infrastructure, Customer must continue implementation of any remaining phases of the Project plan in accordance with the Customer Plan. Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure. Customer will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to Customer’s Premises.

2. Performance and Cooperation; Grant of License to Georgia Power.

a. Customer acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in this Agreement (collectively, “**Georgia Power’s Services**”). Customer hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (a) install and connect equipment or provide service; (b) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (c) install additional equipment or devices on the ET Infrastructure; and (d) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. Customer represents and warrants that it has the right to enter into this Agreement, to grant the license contemplated herein, and to permit Georgia Power to provide Georgia Power’s Services including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises. Each of the Parties agrees to use its best efforts to coordinate and cooperate in connection with all activities under this Agreement. If Customer does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with Customer to minimize unreasonable interference with Customer’s operations at the Premises.

b. Subject to the other terms and conditions of this Agreement, during the Term, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of “Georgia Power’s Services”). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. Customer will not be responsible for the cost associated with Georgia Power’s Services.

c. Customer is prohibited from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

3. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power’s Services. Damage to the ET Infrastructure arising from or in connection with Customer’s actions will be covered under Section 13 (Risk Allocation) of this Agreement.

4. Duty to Notify. Customer must promptly notify Georgia Power when Customer becomes aware of any unsafe, inoperable, or damaged ET Infrastructure.

5. Permission to Use Data. Customer hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. Customer agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

6. Electric Transportation Requirement. Customer acknowledges and agrees to refrain from any participation in this Agreement, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

7. Default. Customer will be in default of its obligations under this Agreement, if Customer: (i) fails to timely fulfill its obligations under Section 1 (Delivery and Installation of the ET Infrastructure); (ii) purports to terminate this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of this Agreement. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate this Agreement; or (b) seek any available remedy provided by law. Upon a termination for default by Customer, Customer must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

8. Term and Termination. The "**Initial Term**" of this Agreement expires on the anniversary of the Effective Date. After the Initial Term, this Agreement will automatically renew on an annual basis for ten (10) years or until terminated by either Party by providing written notice of intent to terminate to the other Party (in accordance with Section 8 (Customer Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Customer elects to terminate this Agreement prior to the ninth (9th) renewal term, the Customer must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

9. Customer Removal or Termination. Should Customer desire to terminate this Agreement or require removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Term, Customer must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 8 above. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if Customer requests to terminate this Agreement pursuant to this Section 9, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

10. Conveyance of the Premises. Should Customer convey the Premises to a third party prior to expiration of the Initial Term, Customer is required to assign this Agreement to the purchasing third party, and the purchasing third party must assume Customer's obligations under this Agreement, on terms reasonably acceptable to Georgia Power. If Customer does not assign this Agreement to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, Customer will be deemed to have terminated this Agreement prior to the expiration of the Initial Term as contemplated in Sections 7 (Default) and 9 (Customer Removal or Termination). In such event, Customer will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight line basis) costs of ET Infrastructure, site design, and installation. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating this Agreement.

11. Georgia Security, Immigration, and Compliance Act. Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. Georgia Power

will provide to Customer a contractor's affidavit for Georgia Power's Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under this Agreement, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

12. Disclaimer; Damages. Georgia Power makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Georgia Power's Services or the ET Infrastructure. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of electric service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of electric service, the ET Infrastructure, or Georgia Power's Services or arising from damage, hindrance, or delay involving Georgia Power's Services, the ET Infrastructure, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises; Customer agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

13. RISK ALLOCATION. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

14. LIMITATION OF CUSTOMER REMEDIES. CUSTOMER ACKNOWLEDGES THAT GEORGIA POWER'S SERVICES ARE NOT ESSENTIAL TO CUSTOMER'S BUSINESS INTERESTS OR OPERATIONS AND AGREES THAT CUSTOMER'S REMEDIES UNDER THIS AGREEMENT ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, CUSTOMER WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORESEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

15. CUSTOMER LIABILITY. WHILE ET INFRASTRUCTURE REMAINS ON CUSTOMER'S PREMISES, CUSTOMER IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACTIONS. ACCORDINGLY, CUSTOMER WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM CUSTOMER'S ACTIONS.

16. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated below or to such other address or addresses as either Party may from time to time designate in writing in a notice delivered in accordance with this Section 14.

Georgia Power:
Georgia Power Company
BIN 10215
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Electric Transportation Manager
Email: _____

Customer:

Attn: _____
Email: _____

17. Casualty. If all or any portion of the ET Infrastructure on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the ET Infrastructure (any,

a “**Casualty**”), either Party will have the right to terminate the Agreement by written notice to the other Party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

18. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will this Agreement render Georgia Power and Customer liable as partners, co-venturers, or principals.

19. Assignment. Except as contemplated in Section 10 above, Customer may not assign this Agreement without the prior written consent of Georgia Power. Any assignment by Customer in violation of this provision will be null and void. Georgia Power may assign this Agreement to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and each such Party’s respective permitted successors and assigns. Each of Georgia Power’s affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in this Agreement.

20. Changes. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide Customer with advance notice of any such changes. Subject to Section 9 (Customer Removal or Termination), Customer may opt out of the Make-Ready Program by providing Georgia Power with ninety (90) days written notice.

21. Compliance with Laws. Each Party must comply with all applicable laws and regulations in its performance of this Agreement.

22. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.

23. Interpretation. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication.

24. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is unlawful and unenforceable, that determination will not affect any other provision of this Agreement, and this Agreement and all remaining provisions will continue in full force and effect to the extent permitted by law.

25. Entire Agreement; Waiver; Modification; Counterpart Signatures. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified or waived except in writing signed by Customer and a duly authorized representative of Georgia Power. If it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is unenforceable, it is the intent of the Parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the Parties has executed this Electric Vehicle Charging Make-Ready Program Agreement by signing of its own free will, intending to be bound as of the Effective Date.

“Georgia Power”:

GEORGIA POWER COMPANY

Signature

Printed Name and Title

“Customer”:

[Name]

Signature

Printed Name and Title

Exhibit 1

ET Infrastructure

Project	
City of Dunwoody Ashford Ga...	
Description	Total
Revised Proposal for City of Dunwoody Ashford Gables Drive EV Install EV infrastructure near Ashford Gables Drive entrance. Price based on the following narrative: * Install one 120/240 volt 400 amp service and panel * New service to be fed from new GA Power transformer * Ten 40 amp circuits and five concrete bases installed * Demo and removal of approx 100 ft of holly bushes * Landscape back to seeded grass and straw * Install submeter and CT's for metering	

Exhibit 2

Authorized Installers

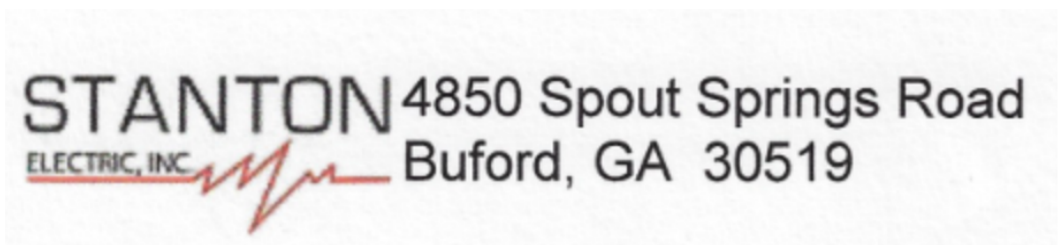


Exhibit 3

Customer Plan

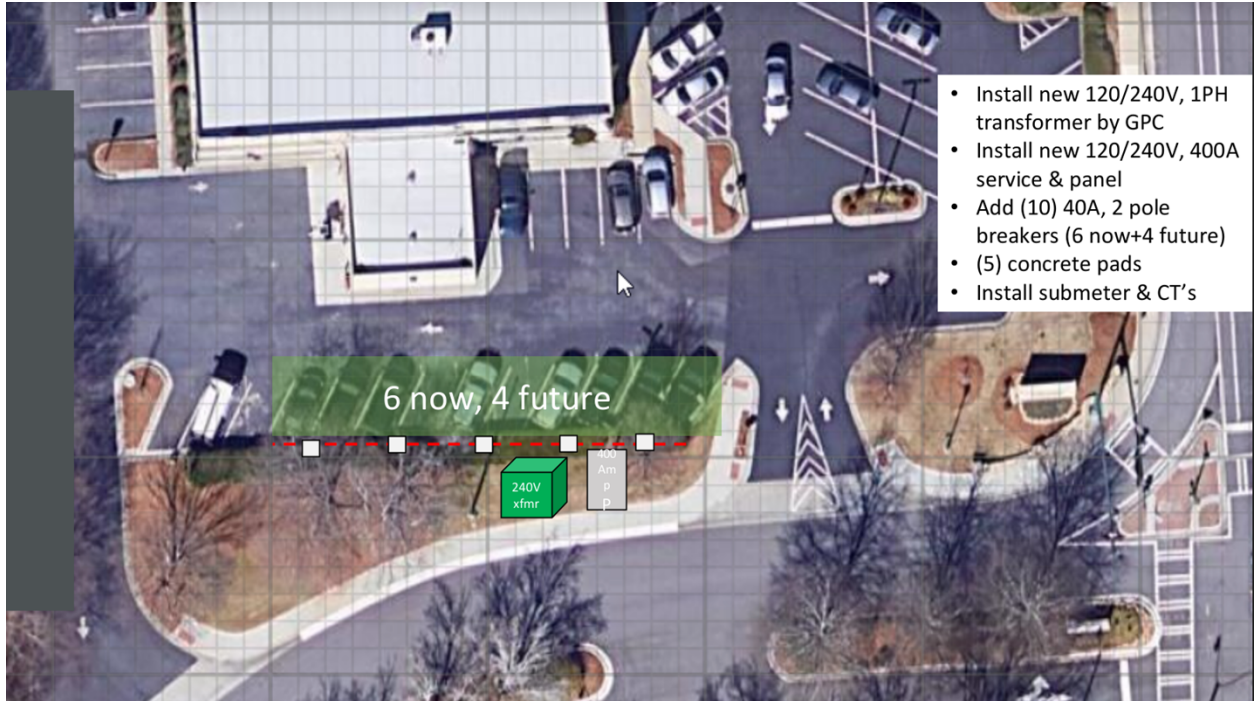


Exhibit 4

Easement