

SERVICES AND SUBSCRIPTION AGREEMENT

Effective Date: As of _____, 2020	
Greenlots: ZECO SYSTEMS, INC. a Delaware corporation	Subscriber: _____, a _____
Greenlots Address and Contact Information: Address: 767 S Alameda, Suite 200, Los Angeles, CA 90021 Attn: _____ Phone: 888-751-8560 Email: info@greenlots.com	Company's Address and Contact Information: Address: c/o _____ _____ _____ Phone: _____ Email: _____ Fax: _____

THIS SERVICES AND SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of this ____ day of ____, 2020 by and between Greenlots and Subscriber. As used herein, Greenlots and Subscriber are each a "party" or collectively, "parties" to this Agreement. Capitalized terms used but not otherwise defined in the Special Terms and Conditions stated below shall have the meanings ascribed to such terms in the Standard Terms and Conditions ("Standard Terms") portion of this Agreement.

WHEREAS,

(A) Greenlots is a global manufacturer of turnkey charging networks for electric vehicles, including software and services, and trades commercially under the name "Greenlots". In connection with the operation of the Greenlots business, Greenlots also owns the "Greenlots SKY" software system with the features described in Annexure A (the "Licensed Software").

(B) Subscriber is an owner and/or operator of Charging Stations and wishes to register its Charging Stations (as defined below) on the Greenlots Charging Network and to avail itself of the Greenlots Charging Network Services (as defined below) in respect of such Charging Stations on the terms and subject to the conditions set out in this Agreement.

(C) To enable Subscriber to use the Greenlots Charging Network Services, Greenlots shall grant a non-transferable and non-exclusive license of the Licensed Software to Subscriber on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged the parties agree to the following:

Special Terms and Conditions

I. GREENLOTS RESPONSIBILITIES

a. Greenlots Responsibilities. Subject to the terms and conditions of this Agreement, Greenlots agrees to (i) operate, maintain, administer and support the Greenlots Charging Network and (ii) provide the purchased Services to Subscriber and its Networked Charging Stations.

b. License of Licensed Software. In connection with its obligations under (I)(a) Greenlots hereby grants to Subscriber, and Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use the Licensed Software in the Territory for the duration of the Term, together all rights, title and interests past, present and future, in and to the Licensed Software for the purposes of participating in the Greenlots Charging Network and using the Greenlots Services.

c. Limitations. Greenlots shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of Subscriber's Charging Stations and consequently any failure or interruption to the Greenlots Charging Network and the Greenlots Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by Greenlots of the Greenlots Charging Network and/or the provision of the Greenlots Services; (iii) any Charging Stations that are not Networked Charging Stations; and/or (iv) any failure, malfunction or degradation of the Charging Station hardware and its embedded software.

d. Non-Exclusive Basis. The participation of Subscriber and its Networked Charging Stations and the provision of the Greenlots Services to Subscriber shall be on a non-exclusive basis and Greenlots shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of Subscriber or otherwise, without restriction on such terms as Greenlots may at its sole discretion determine without reference to Subscriber.

II. **SUBSCRIBER'S RESPONSIBILITIES**. Subscriber shall be responsible for: (a) notifying Greenlots of any new Charging Stations to be registered on the Greenlots Charging Network as Networked Charging Stations (which shall include providing Greenlots with specifications and descriptions in relation to each such Charging Station); (b) operating and maintaining the Networked Charging Stations in a safe manner and in compliance with all applicable laws and contractual obligations; (c) providing Greenlots with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by Subscriber.

III. **SERVICES**.

a. Collection Services. Where Subscriber levies charges on Customers and Greenlots is engaged to provide management, collection and/or processing services for such charges:

i. Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.

ii. In exchange for Greenlots collecting Session Fees on behalf of Subscriber, Subscriber hereby authorizes Greenlots to deduct from all Session Fees collected (collectively, the "Deductions"): (1) a Collection and Processing Fee; and (2) to the extent required, applicable Taxes and Regulatory Charges. Greenlots shall remit the equivalent of the balance of the Session Fees net of the Deductions to Subscriber not more than 10 business days after the end of each calendar month in which such Session Fees were collected to such account designated in writing by Subscriber.

iii. Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, Greenlots is solely responsible for all Taxes and Regulatory Charges assessable based on Greenlots' income, property and employees. Where Greenlots is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by Greenlots from Session Fees, unless Subscriber has otherwise provided Greenlots with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

b. Provision of Assistance, Training and Maintenance Services. Greenlots shall supply training, technical assistance and maintenance with respect to the Licensed Software to Subscriber, as set out in Annexure A and elsewhere in this Agreement (collectively, the "Services").

c. Service Levels. Greenlots shall provide services and support according to the following terms:

i. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year;

ii. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to Subscriber and Customers;

iii. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service; and

With respect to the Services and Service Levels, Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control.

d. Non-Transferability. All Greenlots Services shall be non-transferable; provided that Greenlots Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

IV. **FEES.**

a. **Fees.** In consideration of the Services provided hereunder, Subscriber shall pay Greenlots the following fees (collectively, the "Fees"):

i. license fees for the Licensed Software ("License Fees") are **\$400 per Level 2 port and \$700 per DCFC station annually** in United States Dollars, such license fees to be payable in advance for the Initial 4-year Term with payment to be made upon registration and activation of a Networked Charging Station on the Greenlots Charging Network. Subscription to be billed annually after the initial term. No pro-rating shall be available for any Networked Charging Stations which are decommissioned during the year; and,

ii. upon Subscriber commencing the levy of charging fees on Customers, a Collection and Processing Fee of **10%** shall be paid by Subscriber to Greenlots for each Charging Session used by a Customer where a Session Fee applies, payment of which shall be set off against Session Fees collected by Greenlots, or in case of insufficient Session Fees, billed separately.

b. **Adjustments to Pricing.** Greenlots undertakes that there shall be no increase in the License Fees payable for each Networked Charging Station during the Initial Term. The parties agree that Greenlots shall be entitled to adjust the Collection and Processing Fee at its sole discretion in the event of any increase in processing fees charged by payment processing partners responsible for the collection of Customers' payments.

c. **Payment of License Fees.** Subscriber agrees that:

i. Subscriber shall pay all License Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.

ii. If any invoiced Fees are not received by Greenlots by the due date, then such outstanding amount: (1) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by Greenlots in cleared funds, and (2) in the event Subscriber has not paid Fees within 30 days of the due date, Greenlots may, at its sole discretion, impose additional conditions in connection with future renewals of any Greenlots Services and acceptance of purchase orders for additional Greenlots Services other than those set forth herein.

iii. If any amount owing by Subscriber under this Agreement is more than 30 days overdue, Greenlots may, without otherwise limiting Greenlots' rights or remedies available under law, terminate this Agreement, and/or suspend the use by Subscriber of the Greenlots Services until such amounts are paid in full.

V. **TERM; TERMINATION.**

a. **Initial Term.** This Agreement shall be valid for a period equivalent for the license fees paid commencing from the Effective Date, during which the access to the Greenlots Charging Network, the License and the subscription for the Greenlots Services shall be valid ("**Initial Term**").

b. **Additional Terms:** 30 days from expiration of the License Agreement, Subscriber to submit payment to Accounts Receivable for fees and charges incurred through the expiration date. If the renewal fee is not paid within [30] days interest will accrue at a rate of 1.5% per month, compounded, until paid. If the License Agreement is not renewed within [60] days of expiration, the services will be canceled.

c. Greenlots shall notify End User/Customer, (i) 60 days before and (ii) 30 days before the renewal/expiration date of the Greenlots Software License Agreement. Such notices will be sent simultaneously to End User/Customer via email.

d. **Early Termination for Cause by Greenlots.**

i. Greenlots may terminate the license granted to Subscriber hereunder and terminate this Agreement immediately upon 5 Business Days' prior written notice to Subscriber, if:

1. An Insolvency Event has occurred in relation to Subscriber;

2. Subscriber breaches any material provision of this Agreement and fails to cure such breach within 30 days following Subscriber's receipt of written notice thereof from Greenlots; or

3. Subscriber fails to timely pay Greenlots all fees due and payable to Greenlots in consideration of the Services provided hereunder within thirty (30) days of the expiration date of the Payment Agreement.

ii. Upon any termination of this Agreement pursuant to d.i. above, subject to the additional terms and conditions hereof, all rights in the Licensed Software granted to Subscriber hereunder shall automatically revert to Greenlots, and Subscriber shall have no further rights in, and shall immediately cease all use of, the Licensed Software. Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by Subscriber in relation to the Licensed Software to Greenlots upon written demand therefor by Greenlots. The failure of Greenlots to make any such demand initially shall not operate as a waiver by Greenlots of this provision.

e. Early Termination for Cause by Subscriber. Subscriber may terminate this Agreement immediately upon 5 Business Days' prior written notice to Greenlots, If Greenlots breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following Greenlots' receipt of written notice thereof from Subscriber.

VI. **STANDARD TERMS; CONFLICTS.** The Standard Terms that follow the signatures below are by this reference incorporated herein and made a part of this Agreement. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary set forth in this Agreement, all of each party's obligations hereunder, including without limitation, each party's obligation to render services, grant any licenses, or to pay fees, are subject to the Standard Terms. In the event of any inconsistency or conflict between the provisions of the Standard Terms and the Special Terms, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SUBSCRIBER	GREENLOTS
_____, a _____	Zeco Systems, Inc., a Delaware corporation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STANDARD TERMS

1. **Definitions.**

(a) Definitions. As used in this Agreement, the following terms have the following meanings:

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business.

“Charging Port” means any charging connector that is able to charge an electric vehicle, regardless of plug type or standard. For purposes of license fee calculation, for Charging Stations with more than a single Charging Port, the Charging Port is only counted if it is able to charge an electric vehicle concurrently with another Charging Port on the same Charging Station.

“Charging Session” means a session during which a Customer is using Subscriber’s Networked Charging Station to charge his or her electric vehicle and which lasts for a continuous period of time commencing when a Customer has accessed such Networked Charging Station and ending when such Customer has terminated such access.

“Charging Station” means an electric vehicle charging station owned or leased by Subscriber.

“Collection and Processing Fees” means the fees charged by Greenlots for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of any balance to Subscriber.

“Customers” means drivers who avail themselves of charging and other services from any Networked Charging Station.

“Greenlots Services” means, collectively, the various software service offerings made available for subscription from time to time by Greenlots.

“Greenlots Intellectual Property” means collectively, the Licensed Software, the Greenlots Marks, the Greenlots Charging Network and the Greenlots Services.

“Greenlots Marks” means the various trademarks, service marks, names and designations used in connection with the Greenlots products and services, including, without limitation, the mark “Greenlots”.

“Insolvency Event” shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian,

trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such, and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Networked Charging Stations" means any Charging Stations that have been registered and activated on the Greenlots Charging Network. Each charge connector or charge port is considered as one Charging Station.

"Session Fees" means the fees set by Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by Subscriber.

"Subscriber Data" means, collectively, all data contributed directly by Subscriber and which is owned by Subscriber, or licensed directly to Subscriber by any party other than Greenlots, prior to the inclusion of such data in the Licensed Software.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Article V of the Special Terms.

"Territory" means the territory where Subscriber has active operations.

2. Ownership of Intellectual Property

2.1 Validity and Ownership. Subscriber acknowledges and admits the validity of Greenlots' ownership, of all Intellectual Property Rights in relation to the Greenlots Intellectual Property, and agrees that it will not, directly or indirectly, challenge or contest the validity of the Greenlots Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of Greenlots therein and thereto, nor will it claim or register any interest in the Greenlots Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.

2.2 Property of Greenlots. Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the Greenlots Intellectual Property are and will remain the exclusive property of Greenlots and (ii) as between the parties, all uses of the Greenlots Intellectual Property, except for its Use by Subscriber pursuant to this Agreement, shall inure solely to the benefit of Greenlots. Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Greenlots in and to the Greenlots Intellectual Property. Nothing in this Agreement grants, nor shall Subscriber acquire hereby, any right, title or interest in or to the Greenlots Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Greenlots' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that Greenlots may take to protect Greenlots' Intellectual Property Rights in the Territory.

2.3 Property of Subscriber. The parties agree that all Subscriber Data is and will remain the exclusive property of Subscriber and will inure solely to the benefit of Subscriber. Greenlots shall be granted such access to Subscriber Data: (a) as may be necessary to enable Greenlots to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at Subscriber's discretion. All data collected by Greenlots in connection with the operation of the Greenlots Charging Network shall be jointly owned by Greenlots and Subscriber, with both Parties retaining independent rights to use the data. Greenlots shall also have rights to use the data for uses including (i) system analytics and performance; (ii) anonymized data for marketing, research, and creation of white paper; (iii) product development and enhancement; and (iv) analytics-driven offerings for each of the value chain constituents.

2.4 License; Data Privacy. Greenlots shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable perpetual license to use or incorporate in the Greenlots Charging Network and/or the Greenlots Services any suggestions, enhancement requests, recommendations, improvements or other feedback provided by Subscriber and/or Subscriber Authorized Users relating to any and all of the Greenlots Charging Network and the Greenlots Services. Subscriber represents and warrants that it has reviewed Greenlots' privacy policy located at <https://greenlots.com/privacy-policy-2> ("Privacy Policy") and by Subscriber's signature below, acknowledges that Subscriber consents to, is bound by and subject to all terms of the Privacy Policy, as of the date of this Agreement and as amended hereafter, including with respect to all Subscriber Data.

3. No Assignment or Sublicenses

3.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and

obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by Subscriber to any direct or indirect competitor of Greenlots engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void.

3.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the Greenlots Services and the rights granted to Subscriber under this Agreement shall not be sub-licensed by Subscriber without the prior written authorization of Greenlots.

4. Limitation of Liability.

4.1 LIMITATION OF GREENLOTS' LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO THE GREENLOTS CHARGING NETWORK, THE LICENSE AND THE GREENLOTS SERVICES ARE PROVIDED BY GREENLOTS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GREENLOTS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PARTICIPATION OF SUBSCRIBER IN THE GREENLOTS CHARGING NETWORK, THE EXERCISE OF THE LICENSE, THE USE OF THE LICENSED SOFTWARE OR THE GREENLOTS SERVICES, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER IN RELATION TO ANY BREACH OF ANY REPRESENTATIONS AND WARRANTIES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL GREENLOTS' AGGREGATE LIABILITY TO SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY GREENLOTS IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, GREENLOTS SHALL OWE NO LIABILITY TO SUBSCRIBER OR ANY CONTRACTUAL COUNTERPARTIES OF SUBSCRIBER FOR ANY BREACH BY SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH COUNTERPARTIES INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF GREENLOTS. SUBSCRIBER SHALL BEAR FULL AND COMPLETE RESPONSIBILITY FOR SUBSCRIBER'S LEGAL OBLIGATIONS TO THIRD PARTIES AND NEITHER GREENLOTS NOR ANY GREENLOTS AFFILIATE (INCLUDING SHELL GROUP) SHALL INDEMNIFY, DEFEND OR HOLD SUBSCRIBER HARMLESS AGAINST ANY CONSEQUENCES, DAMAGES, INJURY OR DEATH OF ANY THIRD PARTY..

4.2 Limits. Where the limitation of liability in Section 4.1 is prohibited or restricted under applicable law, then the liability of Greenlots under such circumstances shall be limited to the maximum extent permitted under such applicable law.

5. Subscriber's Representations and Warranties. Subscriber represents and warrants to Greenlots that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

6. Subscriber's Covenants. Subscriber further undertakes to Greenlots that: (i) it will not remove, conceal or cover the Greenlots Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using the Greenlots Charging Network to comply with, all of the rules, regulations and policies of Greenlots as may from time to time be notified by Greenlots to Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) Subscriber shall be responsible for using the Greenlots Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any Greenlots Services, (B) not sell, resell, license, rent, lease, transfer or grant access to the Greenlots Services to a third party, (C) not interfere with or disrupt the integrity of the Greenlots Charging Network, the Greenlots Services or any data contained therein, and (D) not attempt to gain unauthorized access to the Greenlots Charging Network or the Greenlots Services or their related systems or networks.

7. Compliance with Shell Business Principles, Anti-Bribery and Anti-Money Laundering Standards.

7.1. (a) Subscriber acknowledges that Greenlots is a subsidiary of Shell Group, and it has actual knowledge of: (i) the Shell General Business Principles, at www.shell.com/sqbp, and Shell's Supplier Principles, at www.shell.com/suppliers; (ii) Shell's Code of Conduct, at <http://www.shell.com/codeofconduct/>; and (iii) Shell's Global Helpline, at <http://www.shell.com/home/globalhelpline/>. (b) Subscriber agrees that Subscriber will adhere to and notify of violations of the principles contained in the Shell General

Business Principles and Shell Supplier Principles (or where Subscriber has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Greenlots, in connection with this Agreement and related matters. (c) Subscriber shall ensure staff that perform services on behalf of Subscriber hereunder shall behave in a manner that is consistent with the Shell Code of Conduct.

7.2. Anti-Bribery and Corruption

(a) Subscriber represents that, in connection with this Agreement and related matters: (i) it is knowledgeable about Anti-Corruption Laws (as defined herein after) applicable to the performance hereunder and will comply with those laws; (ii) Subscriber has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any Government Official or any other Person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant Anti-Corruption Laws.

(b) Subscriber will immediately notify Greenlots if Subscriber receives or becomes aware of any matter that is prohibited by the preceding paragraph. As used here, "Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other applicable laws that prohibit money laundering, or otherwise dealing in the proceeds of crime, or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

(c) Subscriber will maintain adequate internal controls and procedures to ensure compliance with Anti-Corruption Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

(d) Greenlots will have the right to confirm compliance with Anti-Corruption Laws and record keeping by audit. Subscriber will keep books and records available for audit for a period as directed by Greenlots for at least as long as the period for retention of records for financial and performance audit.

(e) Subscriber will indemnify Greenlots and: (a) its subcontractors, (b) any affiliate of Greenlots; and (c) any director, officer, employee, other person or Agency Personnel employed by or acting for and on behalf of Greenlots, its contractors or the affiliates of Greenlots and its contractors (the foregoing, "Greenlots Group"). A reference to Greenlots Group includes a reference to each of its members severally. for any liabilities arising out of Subscriber's breach of Anti-Corruption Laws or any related undertakings under this Article.

8. Confidentiality. Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:

- (a) with the prior written consent of the other party;
- (b) as may be required by applicable laws or by the rules of any stock exchange or other authority by which a

party may be bound (in which case the disclosing party shall immediately notify the other party thereof);

(c) to its professional advisers, employees, officers or other representatives;

(d) to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement; and

9. Notices. All notices, requests, demands and other communications given by any of the parties hereunder shall be in writing and shall be given only by personal delivery, registered mail or courier service or sent by facsimile transmission or electronic mail to the addresses and facsimile numbers set forth in the introductory paragraph of this Agreement, or to such other address or facsimile number as the parties may from time to time notify the others in writing. Any such communication shall be deemed duly given in the case of personal delivery and courier service upon delivery and receipt of written acknowledgement thereof, in the case of registered mail ten days after posting, in the case of facsimile transmission or electronic mail upon transmission and receipt of a satisfactory transmission transcript; *provided* that if such day is not a Business Day or such time not a normal business hour then delivery shall be deemed to have occurred on the following Business Day.

10. Governing Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Delaware, without giving effect to any principles of conflict of laws. Any action or arbitration arising from this Agreement related thereto shall be commenced and maintained only in the State of Delaware. Each of the parties hereto consents to the jurisdiction and venue of the courts located there.

11. Dispute Resolution. Any dispute arising from this Agreement or related thereto shall be resolved by binding arbitration as provided by the rules of ADR Services, Inc. ("ADR"), and in the office of ADR, located in Wilmington, Delaware. The parties each expressly waive the right to a jury trial, and agree that the arbitration award shall be final and binding on the parties.

12. Fees. Each party shall be responsible for paying its own expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

13. MISCELLANEOUS

13.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.

13.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be

cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.

13.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.

13.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.

13.5 Variations. No purported variations of this Agreement shall be effective unless made in writing by all the parties.

13.6 Severability of Provisions. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

13.7 No Waiver. A party's failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver thereof or of any right or remedy for

breach of a like or different nature. No waiver shall be effective unless made in writing and signed by a duly authorized officer of the party granting such waiver.

13.8 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

13.9 Force Majeure. If either party hereto is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war or any similar event beyond a party's reasonable control, failure to perform shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefore.

13.10 Interpretation. References to Recitals, Sections and Annexures are, unless otherwise stated, to recitals and sections of, and annexures to, this Agreement. References to any enactment shall be construed as references to (a) any enactment which that enactment has directly or indirectly replaced (whether with or without notification), and (b) that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.

13.11 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties in connection with the license granted hereunder and the arrangements described herein and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties.

13.12 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

END OF STANDARD TERMS

ANNEXURE A

LICENSED SOFTWARE

The Licensed Software consists of an integrated Internet-based platform (SKY) that has bi-directional communication with Networked Charging Stations. The platform is made up of:

1. A back-end database
2. A front-end user interface for the Subscriber
3. A front-end user interface for the Customer
4. A mobile phone application for the Customer that is supported on Android and iOS operating systems. Support for additional operating systems may be added later at Greenlots' sole discretion
5. A payment collection and settlement system
6. A data collection and reporting system
7. A call center for Customer technical and payment support

Together, the Licensed Software performs the following functions:

1. Provides a directory of Charging Stations belonging to the Subscriber, including all pertinent information such as address, serial number, manufacturer, model, charging type and price for Customers, if applicable
2. Reports the status of Charging Stations whether they are in-use, faulted, available or temporarily unknown
3. Enables the Subscriber to set a price for Customers to use these Charging Stations
4. Provides a payment method for Customers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in either CSV or graphical format
7. Provides first level technical support to Customers and routes them to the Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (user ID, station ID, start time, end time, total duration, total kWh and total revenue)
9. Provides a monthly statement report detailing total revenue collected from Session Fees and total Greenlots Fees applicable

SERVICES AND SERVICE LEVELS

Greenlots shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year
2. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to the Subscriber and Customers.
3. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
4. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control