

IVY EV CHARGING SERVICES AGREEMENT

This Agreement is dated -, 2021 (the “Effective Date”), and is between Ontario Charging Network LP, a limited partnership formed under the laws of Ontario (“IVY”), and The Corporation of the Town of Cobourg, a municipality/corporation existing under the laws of Ontario (the “Site Host”). IVY and the Site Host may be referred to individually as a “Party” and collectively as “Parties”.

Recitals:

- A. IVY has the capability and capacity to provide the Services (as defined herein) in connection with electric vehicle charging infrastructure; and
- B. The Site Host desires to retain IVY to provide the Services; and IVY is willing to perform the Services under the terms and conditions of this Agreement.

Therefore, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Parties), IVY and the Site Host agree as follows:

1. **Term.** Subject to Section 12 and Section 13, the initial term of this Agreement shall be 10 years following the substantial completion of the EV Infrastructure (the “**Initial Term**”). The Initial Term may be renewed for an additional 5 year term upon the mutual written consent of both Parties (the “**Renewal Term**”). In the event that the Site Host wishes to renew the term of this Agreement, written notice of the Site Host’s intent to renew shall be provided to IVY not later than 60 days prior to the end of the Initial Term or any Renewal Term, as applicable.
2. **Services.**
 - a. Scope. IVY will provide all services reasonably required to install, operate, repair, maintain, modify and disassemble level 2 electric vehicle charging stations and supporting infrastructure (the “**EV Infrastructure**”) on the Premises (as defined below) during the Term in accordance with the terms and conditions of this Agreement (the “**Services**”).
 - b. Installation. As part of the Services, IVY will install the EV Infrastructure on the Premises in accordance with a scope of work jointly developed and agreed upon between the Parties (“**SOW**”). The initial SOW is attached as Schedule A.
 - c. Premises and Access. The Site Host grants to IVY and its employees, agents, contractors, subcontractors, consultants, workers and invitees (collectively, the “**Authorized Representatives**”), a non-exclusive license to access (the “**Site Access License**”) the properties described in Schedule B (each, a “Premise” and together, the “**Premises**”) in connection with the Services. The terms of the Site Access Licence is attached as Schedule C.
 - d. Procurement & Delivery: IVY will have the exclusive right to procure sub-contractors, vendors, and equipment in connection with the Services. The Site Host shall use commercially reasonable efforts to accommodate, cooperate and actively support IVY and its Authorized Representatives in the installation, maintenance and operation of the EV Infrastructure, including to obtain any permits required for the installation and operation of the EV Infrastructure.

3. **Fees.**

- a. Payments. The Site Host will pay the fees set out in the Fee Schedule attached as Schedule D or as set out in the applicable SOW (collectively, the “**Fees**”). Unless otherwise stated in the Fee Schedule or the applicable SOW, the Site Host will pay the Fees within 45 business days from the receipt by the Site Host of an invoice from IVY. Invoices for each Premise will be issued once such Premise is substantially completed and yearly on the anniversary of the substantial completion date.
- b. Late Payments. Except for invoiced payments that the Site Host has successfully disputed, all late payments shall bear interest at the rate of one and one-half percent (1.5%) per annum calculated daily and compounded monthly. The Site Host shall also reimburse IVY for all reasonable costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under this Agreement or at law (which IVY does not waive by the exercise of any rights hereunder), IVY shall be entitled to suspend the provision of any Services or the applicable SOW, if the Site Host fails to pay any Fees when due and such failure continues for fifteen (15) business days following written notice thereof.

4. **Site Host Rights & Obligations.**

- a. Commercial Pricing & Revenue. Within commercially reasonable limits set by IVY, the Site Host will be permitted to set customer pricing for the commercial use of the EV Infrastructure. The Site Host shall retain all revenue generated from commercial use of the EV Infrastructure net of transaction fees of four percent (4%) and taxes. IVY will provide support related to customer billing and settlement payments in connection with the commercial use of the EV Infrastructure.
- b. Permits & Approvals. The Site Host shall obtain all permits and approvals required for the installation and operation of the EV Infrastructure, including any required environmental assessments. The Site Host shall use commercially reasonable efforts to obtain and maintain in good status such permit or approval as it relates to the EV Infrastructure.
- c. Operation. The Site Host shall be responsible for the payment of all electricity costs associated with the operation of the EV Infrastructure. The Site Host agrees to promptly notify IVY of any visual or audible malfunction of the EV Infrastructure or potential threat to the EV Infrastructure of which the Site Host becomes aware. The Site Host will not, nor will permit any person to, alter or change the EV Infrastructure that would cause the EV Infrastructure not to operate as intended at the Premises. Upon request by IVY, the Site Host agrees to perform a same day reset, including on weekends, of the main switch connected to the EV Infrastructure and provide a confirmation of completion to IVY.
- d. Facility Connection. The Site Host will ensure that the Premises remains connected to the external electricity grid at all times during the Term. If any of the Premises become unconnected to the externally electricity grid, the Site Host will promptly notify Ivy.
- e. Maintenance. The Site Host shall maintain the Premises in good condition and in compliance with the applicable law including providing security, cleaning, garbage

removal, waste diversion and snow removal services at the Premises. The Site Host will ensure that the Premises remain interconnected to the transmission/distribution system at all times and will not cause cessation of electric service to the Premises from the transmission/distribution system.

5. **IVY Rights and Obligations.**

- a. Branding and Marketing. IVY will have the exclusive right to design and brand the EV Infrastructure. IVY and the Site Host will jointly develop a marketing and customer promotion strategy including the placement of signage at the Premises. Any major communication to the public in connection with the EV Infrastructure shall be reviewed and approved by both Parties.
- b. Ownership of EV Infrastructure; Not a Fixture: Subject to Section 12 and Section 13 of this Agreement, the Site Host shall in no event have any ownership or leasehold interest of any kind or nature in the EV Infrastructure and disclaims any and all interest therein at any time. IVY shall at all times, retain title thereto and be the legal and beneficial owner of the EV Infrastructure and all alterations, additions, or improvements made thereto. The Site Host acknowledges and agrees that the EV Infrastructure shall at all times retain the legal status of personal property and shall not be or be deemed to be the Site Host's or any other person's real property or any fixture to real property.
- c. Ownership of Data and Proprietary Rights: The Site Host acknowledges that the EV Infrastructure may collect, produce, and deliver certain data, information, and content to IVY relating to the Services and the operation of the EV Infrastructure (collectively, "**Energy Data**"). Subject to the Site Host's underlying ownership in the data received from the applicable electric utility (the "**Site Host Data**"), IVY shall own sole and exclusive right, title, and interest in and to such Energy Data. During the Term of this Agreement, the Site Host will have a non-exclusive, royalty-free licence to use the Energy Data for the purposes of evaluating the EV Infrastructure performance and to verify settlements pursuant to this Agreement. Energy Data does not include the Site Host Data. During the Term, IVY shall have the right to use the Site Host Data to verify performance of the EV Infrastructure. For the avoidance of doubt, without limiting IVY's rights in Energy Data as an owner thereof, IVY may use Energy Data for commercial purposes, including but not limited to providing services to the Site Host, improving products and services (including by performing analyses on such Energy Data), providing services to utilities, and to aggregate with other data. IVY may retain Energy Data for a length of time reasonably necessary to accomplish the foregoing purposes. IVY will not publicly disclose Energy Data in a way that could reasonably identify the Site Host as the source of such Energy Data. All patents, trademarks, copyrights, trade secrets, and any other intellectual property or proprietary rights in and to the Services, the Energy Data, and the EV Infrastructure shall at all times remain the sole and exclusive property of IVY. IVY shall at all times retain the right, title and interest in any Environmental Incentives associated with the operation of the EV Infrastructure.
- d. Customer Support. IVY shall provide the Site Host with customer services support to the public in connection with the commercial use of the EV Infrastructure.

- e. Customer Facing Platforms. IVY shall provide the Site Host with customer facing software platforms and access cards in connection with the commercial use of the EV Infrastructure.
 - f. Reporting. IVY shall provide regular reports on charger usage to the Site Host. IVY will use commercially reasonable efforts to create automated recurring reports that meet the data requests of the municipality.
6. **Confidentiality.** In the course of performance under this Agreement, a Party may disclose to the other Party confidential and/or proprietary information ("**Confidential Information**"). For clarity, technical information relating to the EV Infrastructure, the Services, SOWs and the performance thereof shall be deemed IVY's Confidential Information.
- a. Each Party shall keep confidential and shall not use, make available or disclose any Confidential Information of the other Party. Notwithstanding the foregoing, Confidential Information may be disclosed on an as needed basis to Authorized Representatives, (or by IVY to the electric utility, as required in connection with the provision of the Services or SOW) as required for the purpose of fulfilling the receiving Party's obligations under this Agreement.
 - b. Each Party shall ensure that any Confidential Information disclosed in accordance with this section is treated as confidential by the person or entity to whom it is disclosed and shall require such person or entity to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Information than those imposed upon under this Agreement.
 - c. The provisions of this section shall not apply to any information which: (i) is or becomes commonly known within the public domain other than by breach of this Agreement or any other Agreement that the disclosing Party has with any Party; (ii) is obtained from a person who is lawfully authorized to disclose such information free from any obligation of confidentiality; (iii) is independently developed without reference to any Confidential Information; or (iv) is known to the receiving Party without any obligation of confidentiality prior to its receipt from the disclosing Party.
 - d. Nothing in this section shall prevent either Party from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental, or regulatory orders; provided, however, that each Party shall, if legally permitted, give the other Party prior notice, as soon as possible, of such required disclosure so as to enable the other Party to seek relief from such disclosure requirement or to take measures to protect the confidentiality of the disclosure.
 - e. The receiving Party shall immediately inform the disclosing Party in the event that it becomes aware of the possession, use or knowledge of any Confidential Information of the disclosing Party by any person or entity not authorized to possess, use, or have knowledge of such Confidential Information and shall, at the request of the disclosing Party, provide such reasonable assistance as is required by the disclosing Party to mitigate any damage caused thereby. Failure by a Party to comply with this section shall be deemed a material breach of this Agreement.

7. **Disclaimer of Warranties.** SUBJECT TO ANY LIMITATIONS UNDER APPLICABLE LAW, THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND EACH PARTY HEREBY WAIVES AND DISCLAIMS SUCH WARRANTIES. IF IVY CANNOT DISCLAIM ANY WARRANTIES UNDER APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTIES WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. **Limitation of Liability.** EXCEPT FOR THE SITE HOST'S PAYMENT OBLIGATIONS HEREUNDER, INCLUDING THE TERMINATION PAYMENT, THE MAXIMUM LIABILITY OF EACH PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS, AND EMPLOYEES, ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE AGREEMENT, OR THE PERFORMANCE OR NONPERFORMANCE OF WORK, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL NOT WITH RESPECT TO ANY SERVICE EXCEED AN AMOUNT EQUAL TO THE ACTUAL FEES PAID BY SITE HOST WITH RESPECT TO SUCH AFFECTED PORTION OF THE SERVICES DURING THE PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE PARTIES AGREE THAT THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO LOSSES OR DAMAGES THAT ARE DUE TO THE OTHER PARTY'S OR ITS EMPLOYEES', AGENTS', OR SUBCONTRACTORS' GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY, AMOUNTS THAT A PARTY IS REQUIRED TO MAINTAIN BY INSURANCE, AND ANY EXPRESS INDEMNIFICATION OBLIGATION.

9. **No Consequential Damages:** NEITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS, AND EMPLOYEES, SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR DAMAGES RELATING TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR SUCH DAMAGES BASED ON A PARTY'S THIRD PARTY CONTRACTS. FOR THE AVOIDANCE OF DOUBT, IF THIS AGREEMENT IS TERMINATED PRIOR TO THE END OF THE TERM, IVY SHALL NOT BE RESPONSIBLE TO CUSTOMER FOR ANY LOST PROFITS OF CUSTOMER OR ANY INCREASED ELECTRICAL ENERGY COSTS OF CUSTOMER ARISING ON ACCOUNT OF SUCH EARLY TERMINATION.

10. **Indemnification.** Each Party ("**Indemnitor**") shall indemnify and save the other Party, its affiliates, and their directors, officers, employees, and agents (each, an "**Indemnatee**") harmless from and against any and all claims, losses, damages, injuries, liability, and all costs and expenses attributable thereto, arising in connection with the EV Infrastructure or this Agreement, which is a result of the gross negligence or willful misconduct, or alleged breach of intellectual property of the Indemnitor or its employees or agents; provided, however that such indemnity shall not be available to the extent such claims, losses, damages, injuries, or liabilities result from the gross negligence or willful misconduct of such indemnified party.

11. **Damage to EV Infrastructure and Insurance.**

- a. Damage to EV Infrastructure. If the EV Infrastructure is damaged, lost, impaired, or destroyed, in whole or in part: (i) IVY shall have the option to repair or replace such EV Infrastructure, and the Site Host shall continue to make the applicable Fee payments except where such damage or destruction has been caused by an action or inaction on the part of IVY, or (ii) the Parties may mutually agree to terminate this Agreement, in which case neither Party shall have any further liability to the other Party with respect to the affected EV Infrastructure, however the Site Host shall be required to make Termination Payments (as defined below) if the damage is caused by an action or inaction on the part of the Site Host. The Site Host's obligation to make payments under the Agreement shall not be affected in the event of a casualty event otherwise affecting the Premises or the Site Host's operations.
- b. Insurance. Each Party shall procure and maintain at its sole expense throughout the Term the following forms of insurance.
 - i. Generally. Each Party shall maintain the following insurance coverages in full force and effect either through insurance policies or acceptable self-insured retentions: (i) Workers' Compensation Insurance as may be from time to time required under applicable law, and (ii) Commercial General Liability Insurance with limits of not less than \$5,000,000 general aggregate, \$1,000,000 per occurrence.
 - ii. The Site Host shall maintain all risk property insurance, including coverage for all equipment and structures on the Premises including the EV Infrastructure, and business interruption and shall cover the full replacement cost of such equipment and structures and all associated components on an "all risks" basis, subject to normal exclusions. Such insurance is to be effective on the Effective Date and shall remain in effect through the Term of this Agreement. IVY shall be added to such policy as a loss payee as its interest may appear.
 - iii. Certificates of Insurance. Each Party shall furnish current certificates evidencing that the insurance required under the previous section is being maintained.
 - iv. Insurer Qualifications. All such policies shall be with financially sound and reputable insurance companies that have an A.M. Best rating of A- and a financial strength category of "VII" or higher.

12. **Default.** Each of the following events shall constitute a default (each a "**Default**") if not cured within the period stated (each, a "**Cure Period**"): (i) if a Party fails to make a payment when due (each a "**Payment Default**") and fails to cure such Payment Default within thirty (30) days after receipt of written notice from the non-breaching party; (ii) a Party becomes insolvent or a receiver or receiver manager is appointed for any part of the property of that Party, or the other Party makes an assignment, proposal, or arrangement for the benefit of creditors or proceedings are commenced by or for the other Party under any bankruptcy, insolvency, or debtor's relief law that are not terminated within thirty (30) days; or (iii) such Party has not complied with or performed any condition, covenant, or obligation under this Agreement to be complied with or performed by it, and such breach is not cured within thirty (30) days after receipt of written notice of such breach from the other Party. Notwithstanding the foregoing, neither Party shall be in Default if such Default was the result of a Force Majeure.

13. **Termination.**

- a. Default. In the event of a Default, the non-Defaulting may then immediately terminate this Agreement upon written notice to the Defaulting Party. A Party may terminate this Agreement upon **60** days' prior written notice in the event that a Force Majeure has prevented a Party from carrying out a material condition, covenant, or obligation of this Agreement for a continuous period of more than **180** days.
- b. Convenience. Notwithstanding clause (a) of this Section 13, IVY may, at its sole discretion, terminate this Agreement upon **180** days' prior written notice to the Site Host for any reason whatsoever.
- c. Termination & Buy-out Payments. If IVY terminates the Agreement in whole or in part following a Default or uncured breach by the Site Host of the Agreement, or if the Site Host terminates the Agreement in whole or in part prior to the completion of the Term and such termination is not due to a Default or uncured breach by IVY, then the Site Host shall: i) pay IVY a termination payment (the "**Termination Payment**") as set out in Schedule E, Termination Payment Schedule; and ii) have the option to purchase the EV Infrastructure (the "**Buy-out Payment**") for an amount as set out in Schedule F. Additionally, the Site Host shall pay:
 - i The costs and expenses of removing the EV Infrastructure and signage from the Premises.
 - ii Any required repayment of funding to Natural Resources Canada (up to \$5,000/port).

14. **Assignment.**

- a. Subject to clauses (b) and (c) of this Section 14, neither Party may sell, transfer or assign (including amalgamation, arrangement or otherwise by operation of law) this Agreement or any interest herein without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.
- b. IVY may, by written notice to the Site Host and without the prior consent of Site Host: (A) assign this Agreement to an affiliate of IVY to whom IVY also transfers the EV Infrastructure; (B) make an assignment through merger, arrangement, amalgamation, consolidation, or sale, directly or indirectly, of all or substantially all of IVY's equity interests or assets including the EV Infrastructure; and (C) assign this Agreement as collateral security, and, may grant a security interest in the EV Infrastructure and this Agreement, to any lender or agent for one or more lenders in connection with any financing, in which case the Site Host agrees to execute and deliver such consents, estoppels, acknowledgments, direct agreements or other similar instruments to and in favour of any lender or its agents requested by IVY or such lender or agent in connection with any such financing, refinancing or security granted by IVY in respect of this Agreement or the EV Infrastructure.
- c. The Site Host may, by giving at least thirty (30) days' prior written notice to IVY and without the prior consent of IVY, assign this Agreement to: (i) an affiliate of the Site Host; or (ii) a third-party purchaser of the entire interest of the Site Host in the Premises. The Site Host

agrees that, notwithstanding any assignment, the Site Host shall not be relieved of its obligations hereunder, except in the case where: (i) all amounts invoiced by IVY pursuant to the terms hereof have been paid, and all amounts accrued up to the date of assignment are paid promptly upon being invoiced (i.e. in accordance with payment terms reflected in the applicable invoice(s)); (ii) such assignment is to a third-party purchasing a full 100% interest in the Premises; (iii) such third-party has executed an assignment and assumption agreement in form and substance reasonably acceptable to IVY whereby such third-party assumes the obligations of the Site Host as if it were the original the Site Host party hereto; (iv) such third-party is of equivalent creditworthiness as the original the Site Host, in the reasonable determination of IVY; and (v) such third-party satisfies all reasonable “know your customer” requirements of IVY and IVY’s financing providers.

15. **General.**

- a. **Force Majeure.** Neither Party shall be deemed to have breached any provision of the Agreement as a result of any delay, failure in performance, or interruption of service that cannot be performed due to causes that are outside the reasonable control of the Parties and that could not be evaded through the exercise of due care, provided the Party affected by the force majeure condition continues to exercise commercially reasonable efforts to mitigate, address or develop a work around with respect to the force majeure condition. The Party affected by the force majeure shall notify the other Party as soon as practicable upon the discovery of such occurrence. The performance of the Agreement, limited to the actual affected Premises, shall be suspended for as long as any such event will prevent the affected Party from performing its obligations. Notwithstanding anything herein to the contrary, the obligation to make any payment due under the Agreement shall not be excused by a force majeure event, including payment of Fees.
- b. **Notice.** All notices required or permitted under the Agreement will be in writing and in the English language to the other Party’s Authorized Representative and will be deemed given: (i) when delivered personally, (ii) when sent by confirmed facsimile, email, or other electronic means, (iii) five (5) days after having been sent by courier or registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth in this section or to such other address as may be designated by a Party in writing. Invoices will be deemed delivered when delivered by email or other electronic means.

IVY	
483 Bay Street, 8 th Floor Toronto, ON M5G 2P5	
Attn:	Nick Fraser
Email:	Nicholas.Fraser@hydroone.com

Site Host	
Attn:	
Email:	

- c. **Goodwill and Publicity.** The Parties shall coordinate and cooperate with each other when making public announcements related to this Agreement and each Party shall have the right to promptly review, comment upon and approve any publicity material, press

releases, or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement.

- d. Governing Law, Negotiation of Disputes, and Arbitration: Any dispute concerning the Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. If a dispute arises between the Parties relating to the Agreement, the Parties shall meet to negotiate a resolution of the dispute. If the Parties have not succeeded in negotiating a resolution of the dispute after such meeting, the Parties may elect to appoint a mutually acceptable neutral Person not affiliated with either of the Parties to act as a mediator. In the event the mediation does not result in resolution of the dispute or the Parties do not elect mediation, then, upon written notice to the other Party, either Party may file a request for binding arbitration conducted pursuant to the *Arbitration Act, 1991*, S.O. 1991, c.17. The place of arbitration shall be Toronto, Ontario.
- e. Entire Agreement. This Agreement represents the entire and only agreement between the Parties with respect to the subject matter hereof. Any modification or future representation, promise or agreement made in connection with the subject matter of this Agreement shall not be binding on either Party unless made in writing and signed by the Authorized Representatives of each Party.
- f. Waiver. No waiver of any provision of this Agreement shall be effective against a Party except as expressly set forth in a writing signed by such Party. The waiver by either Party of a default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- g. Further Assurances. Each Party shall at any time and from time to time, upon such request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
- h. Headings: Headings used in the Agreement are provided for convenience only and are not intended to construe meaning or intent.
- i. Severability: If any provisions of the Agreement or the application thereof to any circumstances are held to be invalid or unenforceable, then the remaining provisions of the Agreement or the application thereof to other circumstances will not be affected thereby and will be valid and enforceable to the fullest extent permitted by Applicable Law.
- j. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument, and each Party may deliver such executed counterparts electronically, or by facsimile.

[Signature page follows]

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have signed this Agreement as of the date hereof.

The Corporation of the Town of Cobourg

By: _____

Name: _____

Title: _____

Ontario Charging Network LP

By: _____

Name: Keegan Tully

Title: General Manager

SCHEDULE A SCOPE OF WORK

PROCUREMENT

IVY will procure sub-contractors, vendors, and equipment in connection with the Services of this Agreement. Level 2 chargers, signage, and peripheral equipment will be selected by IVY. Chargers will provide a minimum output power of 7.2 kW and shall:

- be connected/smart chargers that allow for remote station monitoring, simplified billing, reporting on energy usage and charging sessions as well as have the ability to record utilization data and sustain charging operations during communication outages;
- use AC input (208 to 240 VAC) of at least 20 Amps (per port);
- use charge connectors that are SAE J1772 compliant;
- possess sufficient charging cable length to charge a vehicle within the parking spot without causing driver inconvenience;
- operate within a temperature range of -30°C to + 50°C;
- be certified by an Accredited Certification Organization such as CSA, cUL, cETL or other certification marks approved by the Electrical Safety Authority (ESA);
- if available, provide a display for users to view information and driver engagement;
- possess network connection capabilities through SIM;
- employ charging hardware that is a minimum of Open Charge Point Protocol 1.6 compliant or greater;
- possess the ability to offer load management/control (if available);
- charging hardware that offers the ability to remotely undergo Fault Diagnosis/Correction, configuration updates, security patches, etc; and
- provide wall mount and pedestal mounting infrastructure for EVSE and signage.

Notwithstanding the above requirements, preference will be given to charging hardware that is UL listed or equivalent.

INSTALLATION

The selected contractor(s) will be providing the following services with no exceptions granted:

- (a) The selected contractor(s) must perform utility and service locates prior to site excavation (if applicable) and keep IVY informed of the results in a timely manner.
- (b) The selected contractor(s) must schedule, coordinate, and be present for inspections on the Premises and obtain all inspection sign offs prior to energization at the Premises. If relevant, ESA permitting is to be submitted and the contractor(s) must make all corrections required by the electrical inspector.
- (c) The selected contractor(s) must coordinate, schedule, and supervise all connections and shutdowns with local utilities and municipalities as needed. If a shutdown is needed, the

selected contractor(s) shall obtain approval from the Site Host in advance of the scheduled shutdown. The selected contractor(s) must coordinate and schedule shutdowns with the municipality well in advance to avoid disruption to the Site Host's businesses.

- (d) Commissioning of the EV Infrastructure must be supported by the selected contractor(s) at the Premises with the process being led remotely by the Software Providers Commissioning team. The selected contractor(s) must coordinate with the Software Providers Commissioning lead to schedule commissioning at the Premises as soon as Mechanical Completion is certified. Commissioning will require the selected contractor(s) to support, with qualified personnel and either a plug-in hybrid electric vehicle (PHEV) or a Battery Electric Vehicle (BEV) with SAE J1772 port, the testing of each charger with a remote software commissioning specialist directing steps over the phone.
- (e) The selected contractor(s) must install other signage provided by IVY as per the bills of material for the Premises and signage plan. Coordinating delivery, custody transfer and installation shall be by the selected contractor(s). Signs must be installed on a steel Accuform U-Channel Post, or equivalent where a back drop is not available.
- (f) The selected contractor(s) must install bollards, as per the signage plan. Bollards are to be reasonably installed to protect the chargers from damage (i.e., if there is a roadway on both sides of a charger, a bollard at each corner shall be installed; if there is only a roadway on one side of the charger, bollards shall be installed at the front corners of the charger).
- (g) The selected contractor(s) must restore any hard and finished surfaces, including paint jobs, damaged at the Premises as a result of construction and shall be responsible for waste management and site clean-up prior to final demobilization.
- (h) The selected contractor(s) must install a concrete pad with a ramp(s). The size of the concrete pad will vary depending on the space available. If the concrete pad is in a grass way, a ramp on both sides is not required. The purpose of the ramp is to eliminate tripping hazards on dedicated walkways. The selected contractor(s) is to use industry best practices and common sense when installing the concrete pad.
- (i) The selected contractor(s) must include any breaker or panel upgradability as required.
- (j) The selected contractor(s) must provide a site closeout package including a QA/QC checklist showing completion and/or any outstanding deficiencies as well as commissioning plans.

The selected contractor(s) shall offer expertise on compliance with the latest edition of all local codes, standards, and regulations applicable to the services provided. All scope items will be performed in compliance with the latest rules and regulations of all authorities having jurisdiction (AHJ) including but not limited to:

- IVY's internal governance
- Electrical Safety Association
- OESC – Ontario Electrical Safety Code
- Local Distribution Companies (including Toronto Hydro, Hydro One, Ottawa Hydro, Cornwall Electric, Elexicon Energy, EnWin Utilities, Kingston Utilities, etc.)

- Canadian Standards Association
- Environmental Permits and Requirements (Including noise, etc.)
- Technical Standards and Safety Authority
- Building Code
- National Fire Code
- ASME/ANSI Codes
- ASHRAE
- *Occupational Health and Safety Act*
- Municipal by-laws and zoning requirements
- Other key stakeholder governance
- Ministry of Transportation
- Workplace Hazardous Material Information System

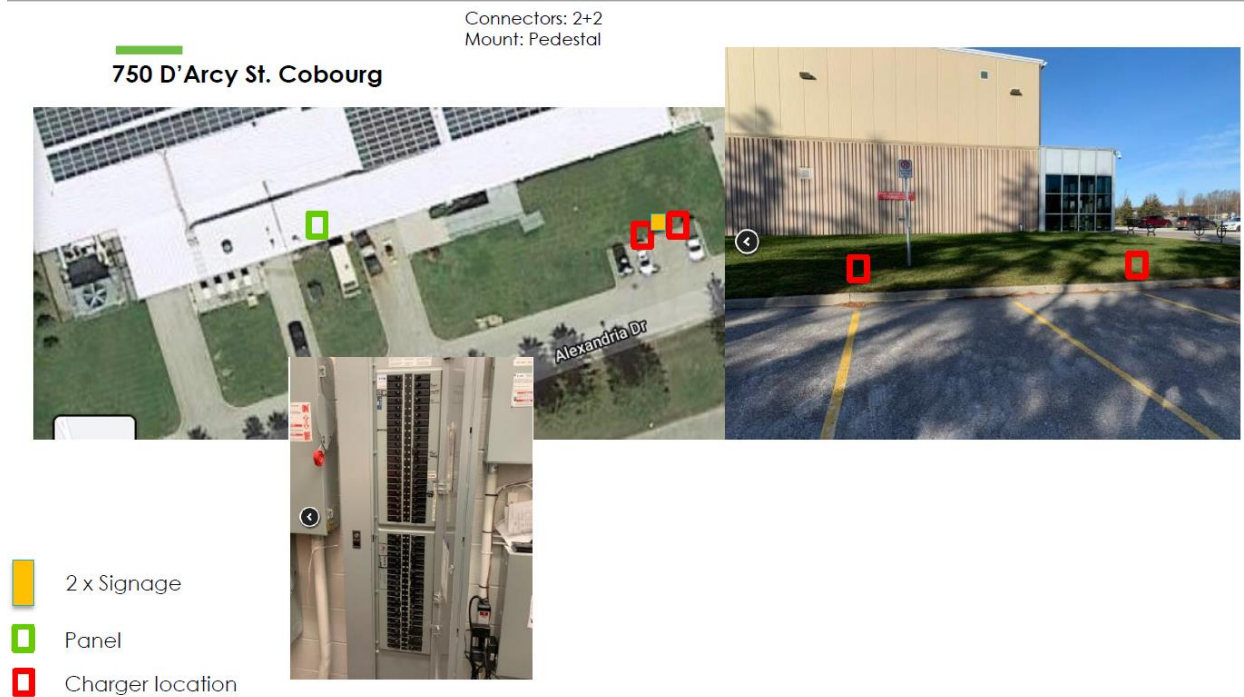
OPERATIONS

IVY will manage the operations and maintenance of the chargers for the Term of this Agreement, excluding any Site Host obligations outlined in Section 4 of this Agreement. IVY will be responsible for the following aspects of operations:

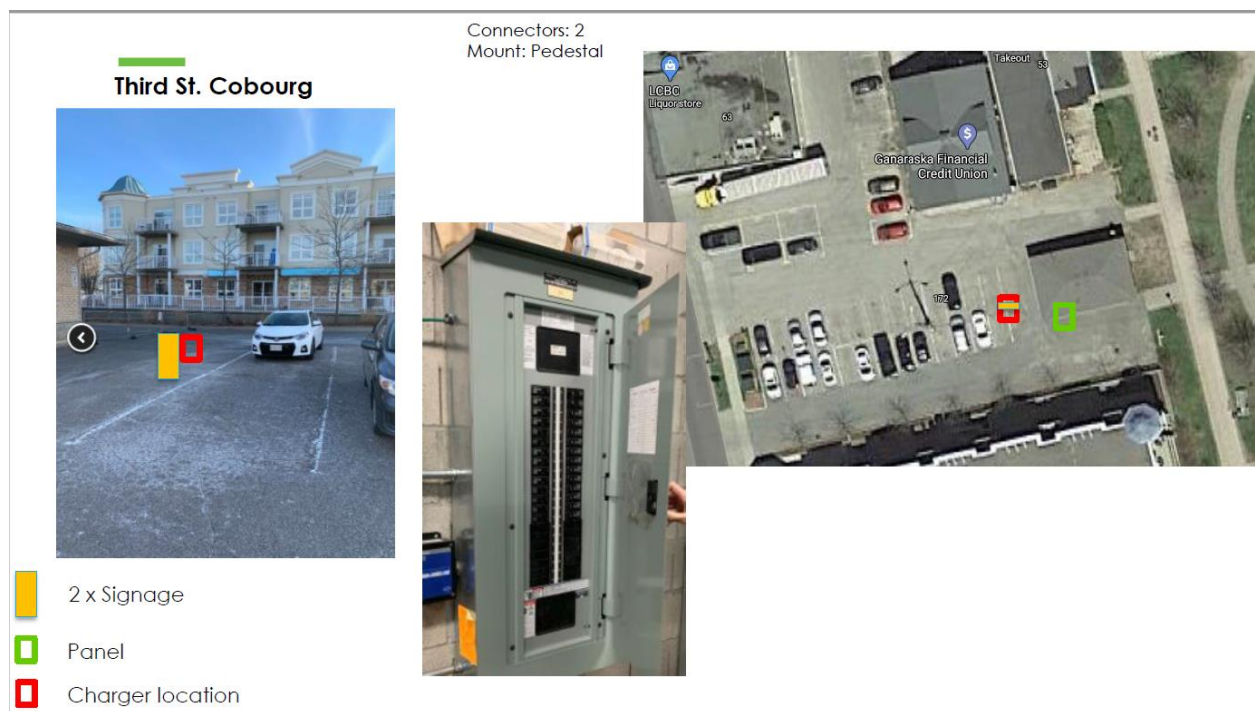
- Call center support for driver assistance available 24/7;
- Remote monitoring of chargers to detect and diagnose issues;
- Corrective maintenance via on-site repairs;
- Annual preventative maintenance;
- Payment processing; and
- Maintenance of driver portals and charging applications for iOS and Android.

SCHEDULE B PREMISES

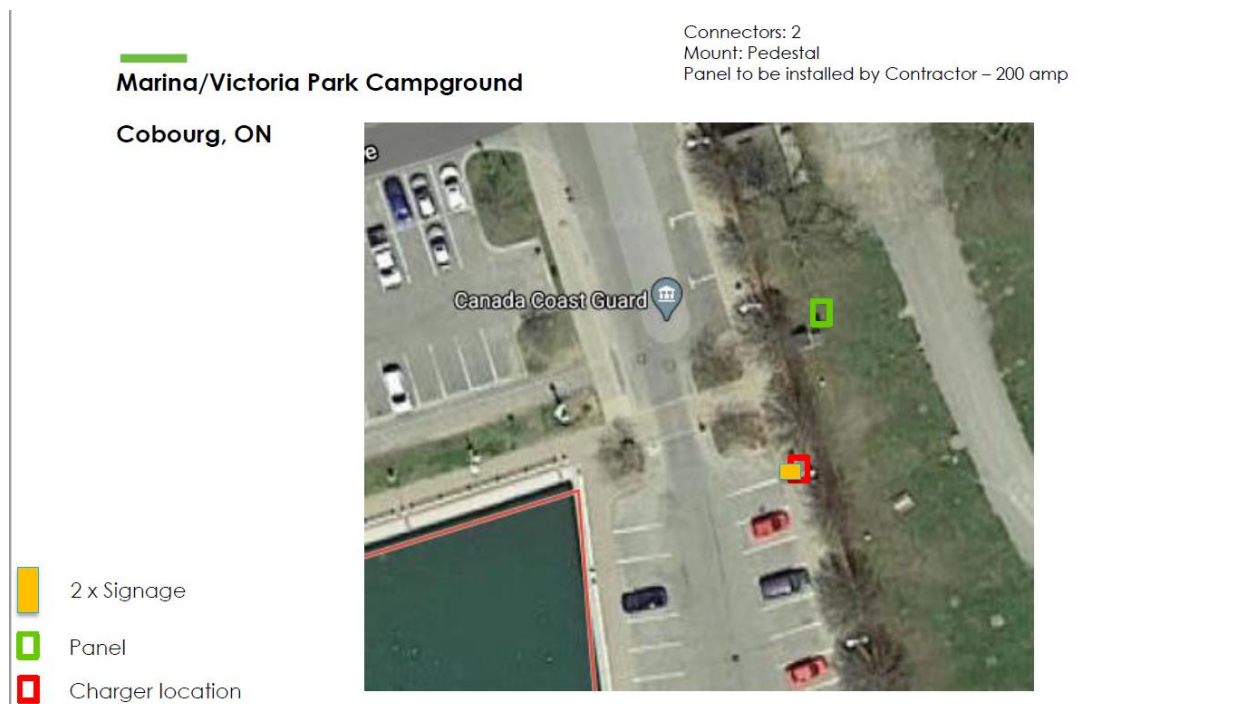
Municipality	Cobourg
Site Address	750 D'Arcy St.
Site Contact	Laurie Wills
Number of Chargers	2
Configuration of Chargers	Pedestal Mount – Dual Head Charger
Brand of Chargers	BTC
Annual Fee for 10 years	
Tentative Construction Schedule	July 2021
Contractor	Ferguson Electric



Municipality	Cobourg
Site Address	Third St
Site Contact	Laurie Wills
Number of Chargers	1
Configuration of Chargers	Pedestal Mount – Dual Head Charger
Brand of Chargers	BTC
Annual Fee for 10 years	
Tentative Construction Schedule	July 2021
Contractor	Ferguson Electric



Municipality	Cobourg
Site Address	Marina/Victoria Park Campground
Site Contact	Laurie Wills
Number of Chargers	1
Configuration of Chargers	Pedestal Mount – Dual Head Charger
Brand of Chargers	BTC
Annual Fee for 10 years	
Tentative Construction Schedule	July 2021
Contractor	Ferguson Electric



SCHEDULE C SITE ACCESS LICENCE

For the purposes of this Site Access License,

“Hazardous Material” shall mean any substance that is controlled by, regulated, or restricted under the laws of Ontario or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment, including but not limited to: (i) oil and petroleum products, including constituents thereof or additions thereto, (ii) asbestos and asbestos containing materials, (iii) lead paint, (iv) polychlorinated biphenyls (**“PCB”**) or PCB-containing materials, and (v) toxic mold.

Any defined term not defined in this Site Access License shall have meaning as defined in the Agreement.

1.1 Site Access

Commencing on the Effective Date, IVY and its Authorized Representatives shall be deemed to be granted by the Site Host a non-exclusive license (the **“Site Access License”**) to use and occupy portions of the Premises throughout the Term for the Permitted Uses (as defined below).

1.2 Site Access License Terms

- (a) The Site Access License shall be subject to the following terms:
 - (i) The Site Access License shall be for the following uses (the **“Permitted Uses”**):
 - (A) the development, construction, maintenance and operation, and removal of the EV Infrastructure;
 - (B) to allow IVY and its Authorized Representatives with respect to the performance of the Services:
 - (1) on a 24 hours per day, 7 days per week, 365 days per year basis, to enter and access with all necessary vehicles and store, materials and equipment on, over, in, along, across, through, upon and under the surface of the Premises and, on a temporary basis, to access site entrances and hallways as required, at any time and from time to time in connection with the Services;
 - (2) to pass and repass over the site access routes to and from the EV Infrastructure with all necessary vehicles, materials and equipment;
 - (3) to install and maintain utility lines, gas lines, ductwork, electrical lines, metering equipment, and the like as are reasonably necessary for the maintenance, care, repair, operation, monitoring, and removal of the EV Infrastructure; and

- (4) if requested by IVY, the Site Host shall use commercially reasonable efforts to also provide a lay down area for the temporary storage and staging of tools, materials, and equipment and parking of construction crew vehicles and temporary construction vehicles and facilities reasonably necessary for the Services.
- (ii) All entry at the Premises by or on behalf of IVY shall be subject to compliance with security and safety procedures, policies, rules and regulations of the Site Host in effect from time to time.
- (iii) In the event of an emergency or malfunction, IVY shall be granted access to make repairs or corrections as it may, in its discretion, determine are needed.
- (iv) IVY covenants and agrees with the Site Host, in addition to and, without limitation to, the covenants contained elsewhere in this Agreement:
 - (A) to maintain and keep in good order, condition and repair all equipment, fixtures, chattels and improvements therein or thereon, and repair any damage to the Premises caused by any entry, acts or omissions by or on behalf of IVY onto the Premises;
 - (B) to exercise its access rights in such a manner as to not materially interfere with Site Host's operations of the Premises;
 - (C) to only allow qualified personnel, or visitors accompanied by qualified personnel, to access the Premises;
 - (D) the Premises shall be used by IVY only for the Permitted Uses and for no other purpose; and
 - (E) at the expiration of the Term, to peaceably surrender and yield up to the Site Host the Premises according to the requirements of this Agreement.
- (v) The Site Host covenants and agrees with IVY, in addition to, and without limitation to, the covenants contained elsewhere in this Agreement:
 - (A) that IVY shall peaceably and quietly hold and enjoy the Site Access License and the Permitted Uses granted thereby for the Term without hindrance or interruption by the Site Host, subject nevertheless to the terms and conditions of this Agreement; and
 - (B) the Site Host will only allow qualified personnel to access the EV Infrastructure and the Site Host shall use commercially reasonable efforts to ensure that any invitees (including the Site Host) allowed access to the Premises by the Site Host do not interfere with the operation or maintenance of the EV Infrastructure.

- (vi) The Parties shall not permit any work, renovation and alteration to be carried on with respect to the Premises that may impact operation of the EV Infrastructure, and, during installation and commissioning, the laydown area, unless any such work, renovation or alteration is in accordance with the terms of this Agreement or is otherwise agreed to in advance by the Parties.
- (vii) The Site Host shall promptly give IVY notice of any actual or threatened commencement of any proceeding in respect of expropriation of the Premises or any portion thereof. The Site Host shall only allow qualified persons to access the Premises where the EV Infrastructure is installed.

1.3 Toxic and Hazardous Material

- (a) For the purposes of applicable legislation related to toxic and Hazardous Material, the Site Host shall be deemed to have control and management of the Premises with respect to conditions existing on or under the Premises as of the Effective Date and with respect to any conditions introduced to the Premises by Site Host's operations at the Premises.
- (b) Prior to IVY commencing any work at the Premises, the Site Host shall,
 - (i) take commercially reasonable steps to determine whether any toxic or Hazardous Material are present at the Premises, and
 - (ii) provide IVY with a written list of any such materials that are known to exist and their locations.
- (c) A Party shall promptly notify the other Party of the presence of any toxic or Hazardous Materials that have been introduced to the Premises after the Effective Date.
- (d) If IVY
 - (i) encounters toxic or Hazardous Material at the Premises, or
 - (ii) has reasonable grounds to believe that toxic or Hazardous Material are present at the Premises,

which were not brought to the Premises by IVY or anyone for whom IVY is responsible and which were not disclosed by the Site Host, IVY shall

- (iii) take all reasonable steps, including stopping the work, to ensure that no Person's exposure to any toxic or Hazardous Material exceeds any applicable time weighted levels prescribed by applicable legislation at the Premises, and
 - (iv) immediately notify the Site Host.
- (e) If the Site Host and IVY do not agree on the existence, significance of, or whether the toxic or Hazardous Material were brought onto the Premises by IVY or anyone for whom IVY is responsible, an independent qualified expert will be retained by the Site

Host to investigate and determine such matters. The expert's report shall be delivered to the Site Host and IVY.

- (f) If the Site Host and IVY agree or if the expert referred to in subsection (e) determines that the toxic or Hazardous Material were not brought onto the Premises by IVY or anyone for whom IVY is responsible, the Site Host shall promptly reimburse IVY for all costs of steps taken pursuant to subsection (c) and any costs of IVY necessary to safely remove and dispose of the toxic or Hazardous Substance, provided that such removal and disposal shall be undertaken by the Site Host unless otherwise directed by the Site Host.
- (g) If the Site Host and IVY agree or if the expert referred to in Section 1.3(e) determines that the toxic or Hazardous Material were brought onto the Premises by IVY or anyone for whom IVY is responsible, the Site Host (or at the Site Host's direction, IVY) shall promptly, at IVY's sole expense, take all necessary steps, in accordance with applicable legislation in force at the Premises, to safely remove and dispose the toxic or Hazardous Material. In the event that the Site Host undertakes the removal of toxic or Hazardous Material, IVY shall have the right to review and approve the scope and costs of the removal, including any changes thereto.
- (h) If either Party does not accept the expert's findings under Section 1.3(e), the disagreement shall be settled pursuant to Section 15(d) of the Agreement.
- (i) For clarity, the requirements set out in this Section 1.3 shall not be triggered by the existence of the battery components of the EV Infrastructure at the Premises, provided that IVY is operating such components in accordance with applicable laws.

SCHEDULE D FEES

IVY as a Service provides electric vehicle charging solutions ("**EV Charging Services**") to its clients for an annual services fee. The Site Host agrees to pay IVY the following services fees for seeking EV Charging Services at the Premises:

ITEM	QUANTITY	RATE	AMOUNT
Level 2 CaaS Fee	8	\$1,650.00	\$13,200.00
Tax		\$214.50	\$1,716.00
<i>Total</i>		\$1,864.50	\$14,916.00

- Pricing is inclusive of all setup, hardware, software, network services and maintenance fees.
- The Year 1 Services Fees outlines the annual price applicable to all IVY Charging Stations at the Premises for the first year. The Year 1 Services Fees may be adjusted for market inflation rates on an annual basis
- IVY retains ownership of the Station. Site Host collects revenue generated from the stations less standard Transaction Fees as described in Section 4(a) of this agreement.
- Costs do not include engineer drawings. At the municipality's request, 'as-built' drawings and site inspection packages can be provided by CIMA+ for \$3,480/site

SCHEDULE E
TERMINATION PAYMENT SCHEDULE

The table below indicates the Termination Payment required in the event that IVY terminates the Agreement in whole or in part following a Default or uncured breach by the Site Host of the Agreement, or if the Site Host terminates the Agreement in whole or in part prior to the completion of the Term and such termination is not due to a Default or uncured breach by IVY.

PERIOD	AMOUNT
Year 0 - 1	45,419.50
Year 1 - 2	40,196.40
Year 2 - 3	34,999.87
Year 3 - 4	29,830.03
Year 4 - 5	24,687.03
Year 5 - 6	19,570.99
Year 6 - 7	14,482.04
Year 7 - 8	15,020.34
Year 8 - 9	9,986.00
Year 9 - 10	4,979.18

Additionally, the Site Host shall pay:

- i. The costs and expenses of removing the EV Infrastructure and signage from the Premises.
- ii. Any required repayment of funding to Natural Resources Canada (up to \$5,000/port).

SCHEDULE F
EQUIPMENT BUY-OUT PAYMENT SCHEDULE

The table below indicates the buy-out payment required in the event that the Site Host exercises its option to purchase the EV Infrastructure following a termination of the Agreement.

PERIOD	AMOUNT
Year 0 - 1	11,354.87
Year 1 - 2	10,049.10
Year 2 - 3	8,749.97
Year 3 - 4	7,457.51
Year 4 - 5	6,171.76
Year 5 - 6	4,892.75
Year 6 - 7	3,620.51
Year 7 - 8	3,755.08
Year 8 - 9	2,496.50
Year 9 - 10	1,244.79