

# Global Management Services



FLO is a North American leader in intelligent charging services for electric vehicles (EV), with a network footprint stretching coast-to-coast and servicing hundreds of thousands of EV drivers and station owners.

FLO charging stations are remotely connected through a Global Management Service (GMS) Plan, which is an annual license that enables FLO to remotely monitor and support the charging stations. GMS includes ongoing network connectivity and data services, 24/7 frontline customer phone support, Mobile App and EV Driver web tools, remote network surveillance, fault detection and triage services, and more.

## The GMS Main Benefits

### Network-Connected Stations

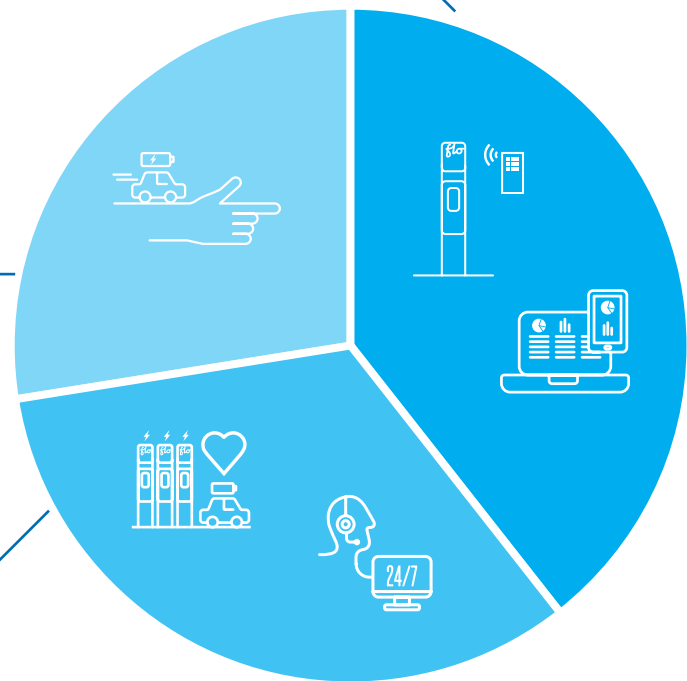
A communication gateway<sup>1</sup> enables valuable station features such as session authentication, automated billing and an online web portal that lets you monitor access and usage.

### Future-Proof

Ongoing, remote software and firmware updates avoid stranded assets by ensuring that your network connected stations will be ready for future generations of electric vehicles.

### Peace of Mind

Proactive monitoring from our Network Operations Centre (NOC) allows us to identify and address issues quickly and efficiently, often before you even know there's a problem and with minimum involvement from your side<sup>2</sup>.



\* FLO Services USA Inc. d/b in California as FLO Charging Solutions USA Inc.

<sup>1</sup> 3G or LTE connectivity

<sup>2</sup> The NOC's operational hours are 7 am to 9 pm, Eastern Time (Closed on Christmas and New Year's Day).

## What's included in FLO's GMS?

### Here are the features you don't want to miss!



#### Integrated Payment System

Network-connected stations include a PCI-DSS compliant payment system that allows for the management of credit card transactions through the mobile application. Select your fee and FLO will handle the entire billing process for you<sup>3</sup>.



#### Future-Proof Stations

FLO's network-connected stations' software and firmware are continuously updated over the operational life of the station so you can accommodate new generations of EVs. To ensure the best connectivity, FLO will also upgrade the communication gateway's hardware, when needed, at no additional cost<sup>4</sup>.



#### Online Presence

All public network-connected stations are displayed on the FLO website and in the FLO Mobile App using our real-time mapping software, and are integrated into third-party platforms, so drivers in the area can easily locate them.

### And more!

#### Session Authentication Options

FLO's network-connected stations can be remotely activated through the FLO Mobile App or by using the FLO membership RFID card.



#### Remote Station Monitoring

FLO's Network Operations Centre proactively monitors every network-connected station's activity in order to identify and resolve any potential issue and ensure maximum uptime.



#### 24/7 Driver Support

EV drivers can obtain immediate assistance in accessing a charger, no matter the time of day, directly from FLO.



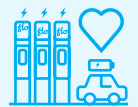
#### Your Owner's Web Portal

This dashboard provides you with a snapshot of your charging stations, their usage and revenue, while also allowing you to control station access or restrict charging to specific drivers.



#### Roaming Services

FLO has roaming agreements with some of North America's largest EV charging networks, providing access to more than 65,000 EV charging points through a single membership.



#### Contact an expert today!

**flo.com**  
**service@flo.com**  
**1 855 543-8356**



<sup>3</sup>Please note: a transaction fee of 15% of your revenue (in addition to the yearly GMS service fee) is applied to this billing process.

<sup>4</sup>An active GMS license is required for updates.

**TERMS & CONDITIONS**  
**FLO® GLOBAL MANAGEMENT SERVICES**

These global management system terms and conditions ("**GMS Terms**") govern the provision of Global Management Services or GMS by Services FLO Inc. and its affiliated companies ("**FLO**").

**1. DEFINITIONS**

- a. **Access Card:** a radio frequency identification (RFID) card allowing certain Users access to a Charging Station. Each Access Card bears a unique identification number and enables a Charging Station to identify that User and the corresponding User Account or the account of a User of a charging network with which FLO has an in-effect roaming agreement. Access Cards are paid for by the User or Owner, as applicable.
- b. **Active Monitoring Window:** the period between 7:00am and 9:00pm Eastern Standard Time or Eastern Daylight Time (as applicable) every day, excluding December 25 and January 1, with frequency of monitoring based on FLO's then current monitoring policies.
- c. **Business Day:** a week day (Monday to Friday) that is not a statutory holiday in the province of Quebec, Canada.
- d. **Charging Fees:** payments made in respect of Charging Services by Users in accordance with a Charging Station's payment policies, which unless otherwise agreed, are set by Owner in accordance with applicable law.
- e. **Charging Services:** services enabling a User to charge the battery of their electric vehicle at a Charging Station.
- f. **Charging Station:** electric vehicle supply equipment or a direct current fast charger that is compatible with and connected to the FLO Network and provides Charging Services.
- g. **Commissioned:** with respect to a Charging Station means that installation is complete, all required tests have been performed to confirm that the Charging Station is operating normally and, in the case of a Charging Station that Owner intends to connect to a compatible network, the Charging Station has been so-connected.
- h. **Commissioning Date:** the date on which a Charging Station is Commissioned.
- i. **Communication Gateway:** telecommunication equipment establishing a local wireless network linking the Charging Station and the CSNMS.
- j. **CSNMS:** FLO's Charging Station Network Management System, a cloud-based network providing central management of and reporting on Charging Stations.
- k. **CSNMS End User License Agreement:** an agreement governing individual access by Owner to the CSNMS, prepared and modified from time to time by FLO, at its sole discretion.
- l. **Distributable Revenues:** Net Revenues minus Transaction Fees and minus Taxes on Transaction Fees (if applicable). In situations where FLO deducts fees in accordance with Subsections 3.f.iii and 5.b, Distributable Revenues will be net of any fees owing.
- m. **Environmental Credits:** credits or other similar assets under any environmental market, system or program associated with the operation and/or use of the Charging Station or generated based on data collected by the Charging Station including but not limited to

those created under any low carbon fuel standard, clean fuel standard, cap and trade program or voluntary offset program.

- n. **Fault:** an error that prevents a Charging Station from providing Charging Services or prevents FLO from processing a Charging Fee. Some Faults may be covered by FLO's Support Package, while others may be the responsibility of the Owner.
- o. **FLO:** as defined above, having its head office and principal place of business at 2800 Louis Lumière Street, Suite 100, Quebec City, Province of Quebec, G1P 0A4.
- p. **FLO Branding:** as defined in Subsection 9.a.
- q. **FLO IP:** as defined in Subsection 9.c.
- r. **FLO Network:** a network of Charging Stations across North America operated and managed by FLO and its affiliates, or such other network as may be agreed with FLO in writing.
- s. **FLO User:** electric vehicle driver who has a User Account on the FLO Network.
- t. **Force Majeure Event:** as defined in Subsection 11.a.
- u. **GMS or Global Management Services:** as defined in Section 3.
- v. **GMS Terms:** as defined in the preamble.
- w. **Gross Revenues:** Charging Fees plus any other payments collected by FLO on behalf of Owner for the use of Owner's Charging Station by Users and any revenues from Environmental Credits collected in accordance with Subsection 7.d, if applicable, and any applicable Taxes.
- x. **Initial Term:** the initial term for the provision of Global Management Services by FLO to Owner as set forth in Subsection 8.a.
- y. **Net Revenues:** Gross Revenues minus applicable Taxes.
- z. **Owner:** the person who owns the Charging Station as recorded in FLO's CSNMS, which name may be updated by the Charging Station Owner from time to time by written notice to FLO in accordance with Section 10.
- aa. **Owner's Web Portal:** a web portal that gives Owner access to its Charging Station data in CSNMS, access to which is governed by the CSNMS End User Licence Agreement in-effect, and provides information and functionalities as more fully described in Subsection 3.b.
- bb. **Park:** a sub-group of Charging Stations owned by Owner and installed on the same site, connected to the same Communication Gateway(s). For clarity, a Park may consist of only one Charging Station, a site may hold many Parks, but a Park may reside on only a single site.
- cc. **Purchase Order:** the written order by an Owner, accepted by FLO, to purchase one or more Charging Stations and/or Global Management Services, as more fully set out in Section 2.
- dd. **Quarterly Report:** the report detailed in Subsection 6.a.
- ee. **Renewal Terms:** all periods of renewal of the GMS after the Initial Term as set out in Subsection 8.b, and each a **Renewal Term**.

- ff. **Service Fees:** fees paid by Owner to FLO to have access to the GMS, as more fully described in Section 5.
  - gg. **Support Package:** any limited warranty, extended warranty or other Charging Station repair and support package that may be in-effect from time to time between FLO and Owner with respect to a Charging Station.
  - hh. **Taxes:** any tax applicable to the provision of Charging Services, Service Fees, Transaction Fees, or any other services provided by FLO with respect to the Charging Services, including but not limited to goods and services tax/harmonized sales tax imposed by the federal and any provincial, territorial or municipal government and each a **Tax**.
  - ii. **Term:** the Initial Term and any Renewal Term.
  - jj. **Transaction Fees:** fees paid by Owner to FLO for the management of transactions and other services provided to Owner, as more fully described in Subsection 6.b.
  - kk. **User:** (1) a FLO User; (2) an electric vehicle driver who has a user account with a charging network with which FLO has an in-effect roaming agreement; or (3) an electric vehicle driver who is authorized by FLO to use a Charging Station.
  - ll. **User Account:** account created by a User with FLO in which funds are periodically deposited by User to pay for the Charging Services.
- 2. ACCEPTANCE AND MODIFICATION OF GMS TERMS:** Owner may order the GMS via any of the following methods, each of which, when received by FLO or its distributors, constitutes acceptance by Owner of these GMS Terms for the Term, and each of which will be considered a "Purchase Order" for the GMS:
- a. A standard written purchase order to FLO or its distributors;
  - b. An e-mail to FLO's customer experience team at [service@flo.ca](mailto:service@flo.ca) or [orders@flo.com](mailto:orders@flo.com) requesting the GMS;
  - c. A signed quote by Owner for the GMS; and
  - d. A signed contract by Owner to provide the GMS for one or more Charging Stations.

In the spirit of continuously improving its processes and operations, FLO reserves the right to modify, at its sole discretion, these GMS Terms or to add new terms and conditions. By accessing and using FLO's Global Management Services after FLO has provided you with notice detailing the amendments, you accept to respect and be bound by such amended GMS Terms.

- 3. GLOBAL MANAGEMENT SERVICES:** FLO will provide the following goods and services (hereinafter the "Global Management Services" or the "GMS") for the Term in exchange for the Service Fees and the Transaction Fees unless otherwise agreed between FLO and Owner in writing, which goods and services constitute the GMS:
- a. **Charging Station Connection:** FLO will connect compatible Charging Stations to the FLO Network, which connection may require some or all of the following goods and services to be determined by FLO:
    - i. Loan of one Communication Gateway per Park, or as otherwise deemed necessary by FLO, enabling communication between each Charging Station and the CSNMS, noting that ownership of the Communication Gateway remains at all

- times with FLO (unless the Communication Gateway is incorporated into the Charging Station);
- ii. Subscription to a telecommunication service for each Communication Gateway, or alternatively, provision of a local area network (LAN) connection using Owner's existing internet service;
  - iii. Remote Commissioning of each Charging Station within ten (10) Business Days after receipt of Owner's written notice of completion of installation and request for Commissioning and after the Owner has completed the required online form; and
  - iv. For publicly available Charging Stations, display of Charging Station location, status and, in some cases, User ratings on the following Charging Station information platforms: (i) FLO's real-time mapping software, available via FLO's website and mobile application; and (ii) selected third-party platforms.
  - v. Remote software and firmware updates for compatible Charging Stations; and
  - vi. Access to PowerSharing™ and PowerLimiting™ technologies for compatible Charging Stations.
- b. **Owner's Web Portal:** FLO will provide Owner with access to Owner's Web Portal, which is accessible via an internet browser and can be used to manage one or more Charging Stations via the following functions:
- i. Display showing status of each Park;
  - ii. Display showing status of each Charging Station;
  - iii. Access to Park and Charging Station usage data, including energy consumption, charging duration and monetary transactions, with the ability to set date ranges for reporting and export data as a .CSV file;
  - iv. Ability to set Charging Fees, subject at all times to applicable law;
  - v. Ability to authorize private access by Owner's designates to the Charging Station through the Owner's Web Portal by adding Access Cards or mobile application credentials in the memory of the Charging Station; and
  - vi. Remote configuration of Charging Station, including remote troubleshooting and remote restart.
- c. **Charging Station Monitoring:** FLO will provide the following Charging Station monitoring services. Owner acknowledges that the GMS do not extend to physical repair of a Charging Station, which may be provided pursuant to any in-effect Support Package, or in the absence of such package, at the expense of Owner:
- i. Real-time Fault monitoring of the Charging Station via data collected from a Charging Station's "heart beat" signal sent periodically from a Charging Station to the CSNMS and recorded in Owner's Web Portal;
  - ii. If a Fault is identified during the Active Monitoring Window, FLO will attempt to resolve the Fault remotely within four (4) hours from the time the Fault is identified (with hours being calculated only based on hours during the Active Monitoring Window);
  - iii. If a Fault is identified outside the Active Monitoring Window, FLO will attempt to resolve the Fault remotely within four (4) hours from the start of the Monitoring Window following the identification of the Fault; and
  - iv. If the Fault cannot be remotely resolved, FLO will provide Owner with information regarding the Fault at the most recent e-mail address included in the FLO customer database, in addition to taking any actions FLO may be required to take

under any applicable Support Package. Owner is responsible for ensuring its updated contact information is sent to FLO's customer experience team at [service@flo.ca](mailto:service@flo.ca).

- d. **FLO User Services:** FLO will provide the following services to FLO Users:
- i. Operation of a transactional website where FLO Users can register with the FLO Network, create an account and transfer funds to pay for the Charging Services to their account;
  - ii. Operation of a mobile application available on devices supporting Android and iOS that provides status information about public Charging Stations on the FLO Network and on other charging networks with which FLO has an in-effect roaming agreement;
  - iii. Access to FLO User's charging and transactional data based on past Charging Station use on the FLO Network and on other charging networks with which FLO has an in-effect roaming agreement;
  - iv. Participation in loyalty programs with select FLO partners;
  - v. Roaming services with select charging networks;
  - vi. Ability to commence Charging Services via the FLO mobile application, Access Card or telephone request to the FLO call centre, as applicable (note that access features may vary on roaming networks);
  - vii. Provision of Access Cards enabling the Charging Station to identify a FLO User and its User Account and to process transactions made in respect of a User's Account; and
  - viii. 24 hours a day, 7 days a week toll-free telephone customer support in English and French for Users needing assistance with Charging Stations.
- e. **Payment Services:** FLO will provide the following payment-related services:
- i. Collection of Charging Fees from: (i) a User Account; (ii) a credit card payment via the FLO mobile application; (iii) in the case of Users who scan a QR code displayed on the Charging Station allowing credit card payment via smart phone, a credit card payment; or (iv) a User's account with a roaming network with which FLO has a currently in-effect roaming agreement.
  - ii. A Payment Card Industry Data Security Standard (PCI DSS) payment system capable of managing credit card transactions via an integration with a third-party payment processor;
  - iii. Management of dedicated bank accounts for collection and remittance of all Charging Fees and applicable Taxes;
  - iv. Issuance of payment notifications via e-mail to each User after each Charging Service including detailing any Taxes collected;
  - v. Declaration and remittance to the proper authorities of applicable Taxes on the Charging Services; and
  - vi. Management of User disputes and payment errors and, if appropriate, reimbursements related to the transfer of funds to User Accounts and the Charging Services.
- f. **Fault Handling:** Where possible, Charging Stations purchased from AddÉnergie Technologies Inc. on the FLO Network and FLO's network service team default to facilitating Charging Services for Users, even if a Fault impacts FLO's ability to process Charging Fees for a given charging event. Unless otherwise agreed with an Owner in writing, Owner agrees that:

- i. Where FLO is unable to bill Charging Fees at the time of charging, Charging Stations with the ability to do so will default to providing Charging Services to Users and, where possible, save charging information to process Charging Fees once back online;
- ii. Where Users experience issues initiating Charging Services, FLO should make reasonable efforts to provide the Charging Services, including authorizing Charging Services, even if they cannot be billed; and
- iii. Where Charging Fees are known but cannot be billed, FLO will cover the cost of the foregone Distributable Revenues, provided, however, that if FLO, as its sole discretion, determines that the Fault preventing the ability to charge was caused by a failure of Owner to meet its obligations under these GMS Terms, including but not limited to those set out in Section 4, Owner provides FLO with authorization to and FLO will either (a) not pay Owner for the Distributable Revenues foregone or (b) if payment has been made, deduct the cost of such payment from the next and any future payments to Owner until the costs have been fully repaid to FLO.

#### 4. OBLIGATIONS OF OWNER

##### a. **Installation.**

- i. The Owner is responsible for the installation of the Charging Station and receipt of any permits, authorizations or governmental approvals required for such installation. Owner will hire and pay all fees of any contractors required to complete installation including any electrical contractor.
- ii. All aspects of the installation must follow the guidelines provided by FLO, described in the installation guide or otherwise communicated, including any product specifications, and must comply with any and all relevant building standards, laws and regulations in force in the jurisdiction where the Park is situated. The Owner assumes the cost of all equipment necessary for the connection of the Charging Station to the power grid and to the FLO Network other than the supply of the Communication Gateway. For the avoidance of doubt, the Owner is responsible for all costs associated with fixing an installation or returning to the installation site if the installation of the Charging Station or the Communication Gateway was not done according to FLO's specifications.

- b. **Communication Gateway Ownership.** The Communication Gateway is and will remain the property of FLO. If a Communication Gateway is misplaced, damaged, stolen or is otherwise no longer available during the Term, except where such non availability is caused entirely by a defect of the Communication Gateway, Owner will pay FLO the replacement value of the Communication Gateway, being \$1,000 plus applicable Taxes unless a different specialized product provided by FLO has been used, in which case it will be the Manufacturer's Suggested Retail Price (MSRP) of such product.

- c. **Landlord Consent.** When Owner is not the owner of the site in which the Charging Station is located, Owner will be responsible for obtaining the landlord's consent for the installation of the Charging Station, Communication Gateway and the connecting equipment in the Park and FLO will have no liability to Owner or the owner of the site of a Charging Station in the event that Owner fails to secure appropriate permission.



- d. **Parking.** The Owner:
  - i. to the extent applicable, is responsible for monitoring and ensuring compliance with all rules related to parking;
  - ii. is responsible for all maintenance, snow removal and other ongoing activities required to keep the Charging Station available and safe for use; and
  - iii. will advise FLO of any parking fees for accessing the parking area containing a Charging Station and the hours such parking area is open so that FLO can update its network information for prospective Users and will provide 24 hours advance notice of any change thereto.
- e. **Operational Costs.** Owner is responsible for paying directly to the utility provider all energy costs associated with the Charging Station.
- f. **Repairs and Replacements.** During the Term, Owner must keep the Charging Station in a usable and safe condition, including making any repairs or replacing malfunctioning Charging Stations, where such repairs or replacements are not covered by a Support Package, within a reasonable time. Owner acknowledges that (i) any unauthorized modification or repair of a Charging Station may void a Charging Station's warranty and/or Support Package and (ii) Owner is responsible for any part replacement that is not covered by a Support Package including, where applicable, any lost parts. Owner can request a list of authorized repair providers by contacting their account manager (if applicable) or contacting [service@flo.ca](mailto:service@flo.ca).
- g. **Owner's Web Portal.** The Owner will ensure that all persons accessing Owner's Web Portal are provided with and abide by the CSNMS End User License Agreement.
- h. **Charging Station Power Feed.** Owner will ensure the Charging Station is supplied with sufficient power.
- i. **Operational Hours and Notices.** In the case of public Charging Stations connected to the FLO Network, Owner will advise FLO if the Charging Station will not be available 24 hours a day, 7 days a week. If a Charging Station is to be de-powered for any period, Owner will notify FLO's customer experience team at [service@flo.ca](mailto:service@flo.ca) in advance to ensure that FLO has sufficient time to update FLO's database regarding Charging Station availability.

## 5. GMS SERVICE FEES

- a. Owner will pay FLO the following fees plus applicable Taxes (the "Service Fees"):
  - i. For the Initial Term, the amount agreed to in the Purchase Order, at the time of purchase or as otherwise specified in the Purchase Order or, if no Service Fee is specified, FLO's then-current Service Fee; and
  - ii. For the Renewal Terms, the rate in-effect at the time of renewal or such other amount as agreed in writing between the parties.
- b. The Service Fees will be paid by Owner to FLO by the applicable due-date or due-dates and, in the event of a failure to pay such Service Fees, in addition to any termination rights available to FLO, Owner authorizes FLO to set-off any unpaid Service Fees against any Distributable Revenues that would otherwise be payable to Owner by FLO for as long as is required to pay off the amount owing.
- c. For each Renewal Term, FLO will issue an invoice setting out the applicable Service Fees. In addition to the remedy set out under Subsection 5.b, failure to pay any Service Fees by

the applicable due-date or due-dates will constitute a material breach of these GMS Terms, giving rise to termination in accordance with Subsection 8.c.ii.

## 6. TRANSACTION FEES AND DISTRIBUTABLE REVENUES

- a. **Reporting.** FLO will provide Owner, within forty-five (45) days of the end of each calendar quarter, a statement showing, with respect to all Charging Stations owned by Owner, or, if requested by Owner, all Charging Stations within a Park: Charging Fees, Gross Revenues, Taxes charged for the Charging Services and paid to the relevant tax authorities, Net Revenues, Transaction Fees and the resulting Distributable Revenues (the "Quarterly Report").
- b. **Transaction Fees.** For the Initial Term Owner will pay FLO fees in an amount equal to fifteen percent (15%) of Net Revenues, plus applicable Taxes (the "Transaction Fees"). The Transaction Fees will continue for any Renewal Term unless FLO issues a statement setting out revised applicable Transaction Fees in advance of any such Renewal Term.
- c. **Payment Terms.** The Transaction Fees will be payable by Owner to FLO by the deduction by FLO of such fees from the Net Revenues.
- d. **Distributable Revenues.** The Distributable Revenues will be remitted by FLO to Owner within forty-five (45) days following the end of each calendar quarter, unless they are less than \$50, in which case payment will be deferred to the next calendar quarter.

## 7. TAXES

- a. **Registration.** Owner and FLO both declare that they are registered to collect Taxes and agree to exchange, upon request, their respective registration numbers.
- b. **Joint Elections.** FLO and Owner declare that they are making joint elections under federal and provincial tax legislation for the applicable Taxes on the Charging Services. The parties hereby agree that FLO will be the responsible party for collecting, reporting and remitting to the tax authorities the applicable Taxes. FLO and Owner agree to sign and retain in their respective files the signed election forms to that effect. In assuming its responsibilities hereunder, FLO will, to the best of its ability, comply with all applicable tax provisions, including payment terms.
- c. **Separate Treatment.** If Owner does not want to proceed with the joint election, Owner must notify FLO in writing and agree with FLO on a specific operating procedure in relation to Taxes.
- d. **Environmental Credits.** In some jurisdictions, FLO may provide services related to the application for and receipt of Environmental Credits. If Owner requests that FLO provide this service, Owner agrees that the revenues derived from the Environmental Credits will be added to the calculation of Gross Revenues and that Owner will pay FLO Transaction Fees on the amount of any Environmental Credit revenues so obtained.

## 8. TERM AND TERMINATION

- a. **Initial Term.** The GMS will be provided for the time period indicated in the Purchase Order (or as otherwise agreed in writing between Owner and FLO) starting on the first day of the month immediately following the Commissioning Date (the "Initial Term") such period of time, the Initial Term. Where no time period is specified in a Purchase Order or agreed to in writing between Owner and FLO, the default Initial Term will be one (1) year.

- b. **Renewal.** The term of the GMS for a Charging Station will be automatically renewed for successive one-year periods (each a "Renewal Term") unless Owner provides FLO with at least three (3) months' written notice of its intention not to renew prior to the end of the current Term. Alternatively, Owner may elect to renew for multiple years by written direction to FLO, which period will constitute a Renewal Term. All Renewal Terms will begin on the day following the expiration date of the then-current Term, or as otherwise agreed in writing between Owner and FLO.
- c. **Termination.** Either party hereto may terminate the GMS Terms:
  - i. By providing at least three (3) months' written notice of its intention to terminate prior to the end of the currently in-effect Term, in which case the last day of the currently in-effect Term will constitute the effective date of termination; or
  - ii. Before the end of the Term, in the case of a material breach of these GMS Terms by the other party, which default is not remedied within thirty (30) days of the receipt of a written notice of such default, upon the expiration date of such notice, in which case the date of the expiration of the notice will constitute the effective date of termination.
- d. **Effects of Termination.** Following the effective date of termination of the GMS Terms for any reason:
  - i. FLO will immediately stop providing the GMS for the Charging Station and the Charging Station will be removed from the FLO Network;
  - ii. FLO will, by the end of the calendar quarter in which the effective date of termination occurred, provide a final Quarterly Report and any remittance of Distributable Revenues, net of any amounts owing to FLO including, but not limited to, any amounts owing under Subsection iii;
  - iii. Owner will return to FLO the Communication Gateway for the Park, at Owner's expense, within thirty (30) days of the effective date of termination of the GMS for such Park, failing which Owner will pay FLO one thousand dollars (\$1,000) plus applicable Taxes per Communication Gateway, or, where a FLO-provided custom gateway has been used, the MSRP of the gateway plus applicable Taxes;
  - iv. Owner will remove or will allow FLO to remove any FLO Branding from the Charging Station(s) and Owner will update any electronic maps and other materials within Owner's reasonable control so that prospective Users are not under the mistaken impression that the Charging Station is part of the FLO Network and Owner will not take any action that could reasonably be interpreted as implying that the Charging Station is on the FLO Network;
  - v. If Owner elects to remove the Charging Station following termination, Owner will be responsible for all costs associated with such removal and any site restoration; and
  - vi. Owner acknowledges that, following termination of the GMS, any services relying on the GMS will no longer be available for the Charging Station or to Owner including, but not limited to, FLO's PowerSharing™ and PowerLimiting™ technologies and the services set out in Section 3 of these GMS Terms.

## 9. INTELLECTUAL PROPERTY

- a. **FLO Branding.** Unless otherwise agreed with FLO in writing, during the Term Owner agrees not to modify, conceal or remove the brand names, trademarks, logos, copyright

or other intellectual property markings of FLO on the Charging Station (the "FLO Branding").

- b. **Owner Branding.** The Owner may request from FLO the right to apply on the Charging Station its trademarks, tradenames or logos, for an agreed fee, and provided that such application is in accordance with FLO's Branding guidelines, as they may be amended by FLO from time to time. However, during the Term of these GMS Terms, FLO reserves the right to refuse such request, at its sole discretion, as well as the right to request the full restoration and removal of any such markings applied to the Charging Station, if in its sole opinion such markings have a negative impact on the FLO Network. All such markings and/or removal of such markings will be at Owner's expense.
- c. **GMS and Charging Station Intellectual Property.**
  - i. FLO or its licensors will retain sole and exclusive ownership of all intellectual property rights used to create, embodied in, used in and otherwise relating to the GMS, including Charging Station User data delivered via the CSNMS, the Charging Station and any of their component parts ("FLO IP"). Owner will not acquire any ownership interest in FLO IP under these GMS Terms or any other agreement, provided however that (i) in the case of the FLO IP other than Charging Station User data delivered via the CSNMS, FLO will grant Owner a non-exclusive, revocable, non-transferable, royalty-free licence to use FLO IP in connection with its use of the Charging Station and the GMS, during the Term; and (ii) in the case of FLO IP that is the Charging Station User data delivered via the CSNMS, provided that Owner has not breached the GMS Terms, FLO will grant Owner a non-exclusive, non-revocable, non-transferable, royalty-free licence to use such Charging Station User data delivered via the CSNMS during the Term. Other than as specifically provided above, no information or statement contained in the GMS Terms will be construed as conferring, directly or by implication or otherwise, any license or right under any patent, copyright, trade-mark, or other intellectual property right of FLO or any third party.
  - ii. Owner may not alter, delete, or conceal any trademark or copyright or other notices displayed on the Charging Station or used in connection with the GMS during the Term. Any deviation from this provision constitutes a material breach as described in Subsection 8.c.ii that may give rise to termination.
  - iii. Owner may not attempt to reverse engineer the GMS, the Charging Station or any part thereof, or otherwise attempt to discover FLO IP, including trade secrets or other confidential information embodied in the GMS, the Charging Station, or allow any other person to do so.

## 10. NOTICES

- a. All notices and other communications required by these GMS Terms will be in writing and will be validly given if sent to the parties by e-mail in the case of FLO to [service@flo.ca](mailto:service@flo.ca) and to Owner at the most recent e-mail address included in the FLO customer database. It is Owner's obligation to keep its contact information current by contacting FLO's customer experience team at [service@flo.ca](mailto:service@flo.ca). A party may from time to time change such address by notice to the other party. Owner may also provide notice via hand delivery to the main corporate mailing address listed at [www.flo.ca](http://www.flo.ca).
- b. Any notice, if sent by personal delivery or e-mail, will be deemed to have been validly and effectively given and received on the date of such sending if received on or before 5:00

p.m. Eastern Standard Time or Eastern Daylight Time (as applicable) on a Business Day; otherwise, any such notice will be deemed to have been validly and effectively given and received on the next Business Day following the day it was received.

## 11. FORCE MAJEURE

- a. FLO will not be liable for its temporary inability to provide the GMS by any cause beyond its control, including but not limited to, acts of god, interruptions of the mail or courier services, strikes, lockouts, acts of war and any of the following, provided they are outside the control of FLO: power failures, technical difficulties, bugs and network and server failures, internet or payment system failures (each a "Force Majeure Event"). FLO will make reasonable efforts to promptly notify Owner of any such temporary inability to provide the GMS.
- b. In the event of delay, FLO will make reasonable commercial efforts to perform its obligations as soon as reasonably possible, but FLO will not be responsible for revenue lost during a Force Majeure Event.

## 12. LIMITATION OF LIABILITY AND DISCLAIMERS

- a. WITHOUT LIMITING THE SCOPE OF THESE GMS TERMS, IN NO EVENT WILL FLO'S LIABILITY IN CONNECTION WITH OR ARISING FROM THE GMS EXCEED THE AMOUNT PAID BY OWNER FOR THE GMS IN THE CALENDAR YEAR PRIOR TO SUCH CLAIM.
- b. IN NO EVENT WILL FLO BE LIABLE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY FLO), (B) DELICTUAL RESPONSABILITY, WHETHER OR NOT ARISING OUT OF FLO'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE GMS OR ANY CHARGING STATION, (C) CAUSE OF ACTION IN CONNECTION WITH THE GMS OR ANY CHARGING STATION MALFUNCTION; (D) ANY DAMAGE OR INJURY ARISING FROM, OR AS A RESULT OF, MISUSE, ABUSE OR INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE GMS OR ANY CHARGING STATION; (E) ANY FOREGONE NET REVENUES OR INCURRED ELECTRICITY COST ASSOCIATED WITH FLO'S FAILURE TO PROCESS CHARGING FEES AS SET OUT IN SUBSECTION 3.f.; OR (F) ANY DAMAGE OR INJURY ASSOCIATED WITH THE USE OF OR INABILITY TO USE ANY FEATURE OF THE GMS OR ANY CHARGING STATION INCLUDING, BUT NOT LIMITED TO, POWERSHARING™ OR POWERLIMITING™, FOLLOWING TERMINATION OF THE GMS, REGARDLESS OF WHETHER OWNER HAS PAID FOR THE COMMUNICATION GATEWAY OR CONSULTED FLO ABOUT ITS USE FOLLOWING TERMINATION.
- c. FLO DOES NOT WARRANT, REPRESENT OR GUARANTY (A) THAT THE GMS WILL MEET THE OWNER'S REQUIREMENTS; (B) THAT USE/OPERATION OF THE GMS, CSMNS OR COMMUNICATION GATEWAY WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (C) THAT ANY DEFECT WITH THE GMS, CSMNS OR COMMUNICATION GATEWAY WILL BE CORRECTED; (D) AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF ANY COMMUNICATIONS USING THE GMS, CSMNS, COMMUNICATION GATEWAY OR INFORMATION CONTAINED IN SUCH COMMUNICATIONS; OR (E) THAT ANY FEATURE OF THE GMS INCLUDING, BUT NOT LIMITED TO, POWERSHARING™ OR POWERLIMITING™ WILL BE AVAILABLE FOLLOWING TERMINATION OF THE GMS, REGARDLESS OF WHETHER

OWNER HAS PAID FOR THE COMMUNICATION GATEWAY OR CONSULTED FLO ABOUT ITS USE FOLLOWING TERMINATION.

- d. FOR PURPOSES OF THIS LIMITATION OF LIABILITY AND DISCLAIMERS SECTION, THE TERM “FLO” WILL INCLUDE FLO AND ITS PARENT COMPANY, AFFILIATES AND THEIR SUPPLIERS, LICENSORS, SUCCESSORS, ASSIGNS, SHAREHOLDERS AND AGENTS.

### 13. FINAL PROVISIONS

- a. A failure by a party to exercise or enforce any legal right or remedy which is contained in the GMS Terms (or which the party has the benefit of under any applicable law), will not be taken to be a formal waiver of the party’s rights and those rights or remedies will still be available to the party.
- b. If any provision of the GMS Terms is held to be illegal, invalid or unenforceable, this will not affect any other provision of the GMS Terms and the agreement between the Parties will be deemed amended to the extent necessary to make it legal, valid, and enforceable.
- c. Notwithstanding any other remedies under these GMS Terms, FLO will have the right to remove a Charging Station from any web or mobile platforms used to display Charging Stations if Owner fails to meet the obligations set out in Section 4.
- d. If Environmental Credits are available and Owner does not collect them in respect of a Charging Station, Owner provides its consent that FLO may apply for and collect such Environmental Credits.
- e. Owner may not assign or transfer these GMS Terms or any of its rights hereunder without FLO’S prior written consent.
- f. These GMS Terms will be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable thereto and the parties hereby submit to the jurisdiction of the courts of the Province of Quebec. These GMS Terms will be treated in all respects as a Quebec contract.
- g. All references in the GMS Terms to the singular will include the plural where applicable.
- h. The parties hereto have required that the present GMS Terms and all deeds, documents, or notices relating thereto be drafted in the English language; les parties aux présentes ont exigées que la présente convention et tout autre contrat, document ou avis afférent ou subordonné aux présentes soient rédigés en langue anglaise.