Highland®

Sourcewell Awarded Contract
Contract #051123-HEF

VENDOR: **HEF-P Bibb, LLC** (*a limited liability company to be formed by Highland Electric Fleets, Inc.)* (also, "Highland" or "Provider")
ADDRESS: 200 Cummings Center, Suite 273D
Beverly, MA 01916
CONTACT: **Dominic Ricotta**
EMAIL: **Dominic**@highlandfleets.com

All quoted Services are Guaranteed Best Government Value, and have been Competitively Awarded for purchase using:

Sourcewell Contract
051123-HEF
Valid: 07/20/2023 – 07/19/2027

CUSTOMER:		QUOTE NUMBER:	QUOTE DATE:
CUSTOMER: Bibb County School District		**GA-BIBB-0001**	**November 14, 2024**
ADDRESS:		**Freight Terms**	*Prepaid*
484 Mulberry Street **Macon, GA 31201**		**Payment Terms**	*Annual beginning Operational Date (see attached contract)*
CONTACT (name & title)**: Anthony Jackson, Director of Transportation**		**Est. Project Timeline**	*18 months after Contract execution*
EMAIL: Anthony.Jackson@bcsdk12.net		**Quote Effective Through:**	**November 30, 2024**

SKU	PRODUCT DESCRIPTION	QTY	LIST PRICE/	CONTRACT PRICE**	TOTAL*
DEPOT-3-43	Depot - 10 year Contract for 14001 - 16000 miles and 20 - 40 kW Charger excl. maintenance and electricity	**15**	$49,200.00	$25,820.00	**$387,300.00**
Discount	**Add'l District Discount**	**15**	**($13,820.00)**		**($207,300.00)**

Depot Supporting **fifteen (15)** *Electric School Buses with* **EPA Clean School Bus Program Grant** *Incentive Program @* **$10,000.00***/School Bus applied*

Bibb County School District is Sourcewell Member No. **12340**;
https://www.sourcewell-mn.gov/participating-agency/**12340**

SUBTOTAL:	**$180,000.00**
SALES TAX: (if applicable)	N/A
TOTAL CONTRACT PRICE, CONTRACT YEAR 1:	**$180,000.00**

This Quotation is subject to the Terms and Conditions of Sourcewell Contract 051123-HEF, as noted on the following pages.

Noted Contract Price includes any Sourcewell Volume Discounts
PRICING IS FOR CONTRACT YEAR 1 UNLESS OTHERWISE STATED.

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SCOPE OF SERVICES

This **Transportation Equipment Services Scope of Services** ("**Scope of Services**") is incorporated into and made part of the foregoing quote ("**Quote**" or, when executed, "**Purchase Order**") for Products or "Services" (as further described in this Scope of Services) provided to the Customer (also, "**District**") by the Vendor (also "**Provider**"), as set forth on Page 1. Upon countersignature of this Quote by the District, the District will acknowledge and accept this Quote, including this Scope of Services, whereupon this Quote shall become a binding Purchase Order and Provider and Customer will execute and deliver the Sourcewell Contract, Contract #051123-HEF (a "**TESA**") that incorporates this Purchase Order, including this Scope of Services as Part 1, the Highland General Terms and Conditions ("**Terms and Conditions**") as Part 2, and all Exhibits (each a "**TESA Exhibit**") referred to in the Scope of Services or such Terms and Conditions.

This Scope of Services provides, in summary format, descriptions of the Services and Products to be provided by Provider to Customer. This Scope of Services is modified by the Terms and Conditions and by the TESA Exhibits described in this Scope of Services and in the Terms and Conditions.

1. Parties:	The Parties and their respective notice addresses are as set forth on Page 1.
2. Services:	Customer retains Provider to provide, and Provider will provide the following **"Services"** for the Contract Price (defined in the Terms and Conditions), for the period identified below: (a) ***Consulting Services:*** Assist in planning for fleet electrification, including identifying incentives for future deployments; (b) ***Procurement Services:*** From the date the TESA is executed ("**Effective Date**") through the Operational Date (defined below), and thereafter in Provider's judgment, specify and procure the System (defined below), selecting components that optimize System performance and efficiency in light of Customer requirements; (c) ***Installation Services:*** Beginning the Effective Date, design, obtain required Approvals (defined in the Terms and Conditions) for, install, interconnect, and start-up, Chargers, Infrastructure, and related improvements at the Premises (defined below), consistent with the final System Site Plan (defined below); (d) ***Training Services:*** Before the Operational Date, at mutually agreed time(s), coordinate original equipment manufacturer ("**OEM**") training and provide training in use of the System to Customer personnel; (e) ***Charge Management Services:*** From the Operational Date through the remainder of the Term (defined below), manage charging of the Vehicles (defined below); and license the Platform (defined below) to Customer as provided in the Terms and Conditions; and (f) ***Operations Services***: From the Operational Date through the remainder of the Term, provide access for Vehicles to, and operate and maintain the System, including Chargers and Infrastructure, but excluding Utility Equipment (as such capitalized terms are defined below).
3. Vehicles; Chargers; System; Platform:	Provider's Services will be based on the operation and use of: (a) **Fifteen (15) Type C** electric school buses, procured and owned by Customer, as further described on **TESA Exhibit 1A** (each, a "**Vehicle**"); (b) Electric vehicle charging stations installed at the Premises, as further described on the preliminary System Site Plan attached as **TESA Exhibit 1B** (each, a "**Charger**"); (c) Related equipment and infrastructure installed at the Premises by Provider, consistent with **TESA Exhibit 1B** (collectively, "**Infrastructure;**" the Chargers and Infrastructure, collectively, the "**System**"); provided, that the System specifically excludes equipment and infrastructure (collectively, "**Utility Equipment")** procured, provided, installed, operated, maintained, and owned by the electric distribution utility ("**Utility**") that provides electricity to the Premises; and (d) The license to the Customer of Provider's intellectual property rights in the fleet management software platform that supports the System (the "**Platform**"), subject to the license terms set forth in the Terms and Conditions.
4. Premises:	The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the "**Premises**") owned and occupied by Customer and having a street address of: **4580 Cavalier Drive, Macon, GA 31220**.

	Attached as **TESA Exhibit 1B** includes a preliminary plan ("**System Site Plan**") reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision as provided in the Terms and Conditions.
5. Operational Date; Anticipated Operational Date:	The date the Parties agree that the System is capable of being operated in accordance with the Terms and Conditions is the "**Operational Date,**" as further described in the Terms and Conditions. The System will be operational, as contemplated by the Terms and Conditions, on the date ("**Anticipated Operational Date**") that is **eighteen (18)** months after the Effective Date.
6. Term:	(a) "**Initial Term**": The period beginning the Operational Date, and ending on the last day of the **tenth (10th)** Contract Year (defined below). (b) "**Extension Term**": An additional period of **two (2)** Contract Years commencing the first day after the Initial Term. (c) "**Term**" means the period beginning the Effective Date and ending on the last day of the Initial Term or of the last Extension Term, as applicable, subject to earlier termination as provided in the TESA. (d) "**Contract Year**" means the 12-month period in the Term beginning the Operational Date or anniversary of the Operational Date.
7. Performance Assurances:	Subject to and as further detailed in the Terms and Conditions, Provider's Services are supported by the following performance assurances: ***Charger Uptime Guarantee.*** Provider guarantees that the Charger ports will be Available (defined in the Terms and Conditions) to charge the Vehicles, measured each Contract Year based on a minimum Availability percentage, subject to agreed exclusions. ***Service Promise***: Provider agrees to promptly respond to Customer requests regarding System issues, to escalate System repair issues to appropriate parties, and to regularly evaluate System for performance matters.
8. Operating Parameters:	(a) **"Annual Mileage Allowance"**: **16,000** miles/Vehicle/Contract Year, subject to **TESA Exhibit 2C.** (b) "**Vehicle Operating Period**" or "**VOP**" includes the following, subject to **TESA Exhibit 2C**: (i) **6:00 am to 9:00 am** and **2:00 pm to 5:00 pm** ("**Regular Operating Session**") on any day in Customer's published school year during the Term on which Customer's educational activities are in regular session; (ii) The period outside of the Regular Operating Session that Customer operates a Vehicle for "**Planned Excursion**," in accordance with the Terms and Conditions. (c) "**Distance Limitation**:" **250** miles away from the Premises in any direction, subject to **TESA Exhibit 2C**.
9. Provider Use of System:	As detailed in the Terms and Conditions, Provider has the right to use the System outside the VOP, including to deploy the System to facilitate the provision of grid services (demand response and similar) or charging (including charging-for-a-fee), so long as this Provider use does not interfere with the Services.
10. Contract Price; Performance-Based Adjustments:	(a) **"Base Service Fee"**: **$12,000.00** per Vehicle per Contract Year, as provided in the Terms and Conditions, subject to escalation beginning the second Contract Year at a rate ("**Annual Escalator**") equal to **3%**/year, subject to adjustment as provided in the Terms and Conditions. (b) **Performance-Based Credits**: If the Charger Uptime Guarantee is not satisfied in a Contract Year, then, for each **1%** below **97%** that System Chargers are not "Available" (defined in the Terms and Conditions) in that Contract Year, Provider will provide "**Availability Credits**" to Customer equal to **1%** of the aggregate Base Service Fee paid for the Contract Year. (c) The total amount of Availability Credits that accrue in a Contract Year are capped at **10%** of the aggregate Base Service Fee paid for that Contract Year.
11. Regular Repair Work:	Customer will be responsible for maintaining each Vehicle and performing Repair Work (defined in the Terms and Conditions), and related Vehicle work, including towing, in accordance the

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Contract #051123-HEF

	Terms and Conditions and **TESA Exhibit 2C**.
12. Existing Incentives:	An "**Existing Incentive**" means any of the following: (a) **$10,000.00** per Vehicle, **$150,000.00** total, for purchase and installation of Chargers and Infrastructure pursuant to the United States Environmental Protection Agency ("**EPA**") Clean School Bus Round 2 Grant Program ("**EPA CSB Incentive**"), which EPA CSB Incentive shall be paid directly or indirectly to Provider; (b) Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Section 30C of the Inflation Reduction Act of 2022 ("**IRA**"); and (c) Accelerated depreciation for System. Existing Incentives shall be paid or credited to Provider. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on **TESA Exhibit 1C.**
13. Interconnection Limit:	**$0.00** which covers the expected Provider costs, after applying applicable make-ready Existing Incentives, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.
14. Governing Law; Venue:	This Purchase Order and the TESA shall be governed by and construed in accordance with the domestic laws of **Georgia**, without reference to any choice of law principles. The state courts **Georgia** and the federal courts sitting in **Macon, GA** shall have exclusive jurisdiction over any action or proceeding arising under the TESA, with venue lying in **Macon, GA**.
15. Future Electrification:	As detailed in the Terms and Conditions, Customer and Provider will collaborate to secure Incentives for Customer's future fleet electrifications, and Customer will consider working with Provider to on such future fleet electrifications, subject to applicable law, including procurement law.
16. Customer-Specific Provisions:	See **TESA Exhibit 2C**.

<<<End of Highland Scope of Services. Signature Page follows.>>>

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Awarded Contract
Contract #051123-HEF

To place your order using this Quotation, please fill in the following required information and sign where indicated below.

BILLING INFORMATION		SHIPPING INFORMATION ☐ Same as Billing	
Name:	Bibb County School District	Name:	c/o Bibb County School District
Address:	484 Mulberry Street	Address:	4580 Cavalier Drive
	Macon, GA 31201		Macon, GA 31220
Contact:	Anthony Jackson, Director of Transportation	Contact:	Anthony Jackson, Director of Transportation
Phone:	(478) 779-2010	Phone:	(478) 779-2010
Email:	Anthony.Jackson@bcsdk12.net	Email:	Anthony.Jackson@bcsdk12.net

BIBB COUNTY SCHOOL DISTRICT

Dan A Sims
Authorized Signatory Name (PRINT)

Superintendent
Title

Phone

Authorized Signatory's Signature

12/10/24
Date

Email

Remit signed Quotation/Orders to:

HEF-P BIBB, LLC

c/o HIGHLAND ELECTRIC FLEETS, INC.

200 Cummings Center, Suite 273D, Beverly, MA 01915

SOURCEWELLORDERS@HIGHLANDFLEETS.COM

THANK YOU FOR YOUR BUSINESS!

TRANSPORTATION EQUIPMENT SERVICES AGREEMENT

I. INTRODUCTION

This Transportation Equipment Services Agreement ("**Agreement**") between the Customer and the Provider listed below (each a "**Party**") is effective as of last date of signature of this Agreement ("**Effective Date**"). The Agreement includes and incorporates this **Part 1**, including the "Scope of Services" and its Exhibits and Schedules, included as **Part 1**, and the "Terms and Conditions" and its Exhibits, included as **Part 2,** as listed below:

Part 1 – Transportation Equipment Services Agreement Introduction, Recitals, Scope of Services; Execution
- **Exhibit 1A** –Vehicle Specifications; Annual Vehicle Work
- **Exhibit 1B** – Preliminary System Site Plan
- **Exhibit 1C** – Incentive Compliance

Part 2 –Terms and Conditions
- **Exhibit 2A** – Operational Date Certificate
- **Exhibit 2B** – Termination Payment
- **Exhibit 2C** – Customer-Specific Provisions

RECITALS

To improve the ridership and driver experience, and generate environmental and health benefits, Customer desires to transition all or part of its vehicle fleet to electric vehicles. Provider's turnkey "Depot" services involve three major components: (1) procurement and ongoing ownership of chargers and related infrastructure, (2) installation of the chargers and infrastructure, and (3) ongoing operational services including training, charging equipment operations and maintenance, and provision of charge management and telemetry data via web-based software platform. The services are provided in exchange for an annual contract price paid by Customer to Provider.

II. SCOPE OF SERVICES

This Scope of Services provides, in summary format, references and definitions for the Services to be provided by Provider to Customer under this Agreement. This Scope of Services is a summary and is modified by the Exhibits and Schedules to this Scope of Services and by the Terms and Conditions.

1. Parties; Notice Addresses:	(a) **Customer: Bibb County School District, a Georgia school district** **Notice Address: 484 Mulberry Street Macon, GA 31201** **Contact Name and Title: Anthony Jackson, Director of Transportation** **Contact Phone and Email: (478) 779-2010; Anthony.Jackson@bcsdk12.net** (b) **Provider: HEF-P Bibb, LLC, a Delaware limited liability company** **Notice Address: 200 Cummings Center, Suite 273D, Beverly, MA 01915** **Contact Name and Title: Benjamin Schutzman, Vice President** **Contact Phone and Email: (610) 220-5841; ben@highlandfleets.com** **copy: notices@highlandfleets.com**
2. Services:	Customer retains Provider to provide, and Provider will provide the following **"Services"** for the Contract Price (defined in the Terms and Conditions), for the period identified below: (a) ***Consulting Services:*** Assist in planning for fleet electrification, including identifying incentives for

	future deployments; (b) ***Procurement Services:*** From the date the Agreement is executed ("**Effective Date**") through the Operational Date (defined below), and thereafter in Provider's judgment, specify and procure the System (defined below), selecting components that optimize System performance and efficiency in light of Customer requirements; (c) ***Installation Services:*** Beginning the Effective Date, design, obtain required Approvals (defined in the Terms and Conditions) for, install, interconnect, and start-up, Chargers, Infrastructure, and related improvements at the Premises (defined below), consistent with the final System Site Plan (defined below); (d) ***Training Services:*** Before the Operational Date, at mutually agreed time(s), coordinate original equipment manufacturer ("**OEM**") training and provide training in use of the System to Customer personnel; (e) ***Charge Management Services:*** From the Operational Date through the remainder of the Term (defined below), manage charging of the Vehicles (defined below); and license the Platform (defined below) to Customer as provided in the Terms and Conditions; and **(f)** ***Operations Services***: From the Operational Date through the remainder of the Term, provide access for Vehicles to, and operate and maintain the System, including Chargers and Infrastructure, but excluding Utility Equipment (as such capitalized terms are defined below).
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4. Premises:	The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the "**Premises**") owned

	and occupied by Customer and having a street address of: **4580 Cavalier Drive, Macon, GA 31220**. **Exhibit 1B** includes a preliminary plan ("**System Site Plan**") reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision as provided in the Terms and Conditions.
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6. Term:	(a) "**Initial Term**": The period beginning the Operational Date, and ending on the last day of the **tenth (10th)** Contract Year (defined below, subject to **Exhibit 2C**). (b) "**Extension Term**": An additional period of **two (2)** contract years commencing the first day after the Initial Term. (c) "**Term**" means the period beginning the Effective Date and ending on the last day of the Initial Term or of the last Extension Term, as applicable, subject to earlier termination as provided in this Agreement. (d) "**Contract Year**" means the 12-month period in the Term beginning the Operational Date or anniversary of the Operational Date.
7. Performance Assurances:	Subject to and as further detailed in the Terms and Conditions, Provider's Services are supported by the following performance assurances: ***Charger Uptime Guarantee.*** Provider guarantees that the Charger ports will be Available (defined in the Terms and Conditions) to charge the Vehicles, measured each Contract Year based on a minimum Availability percentage, subject to agreed exclusions. ***Service Promise***: Provider agrees to promptly respond to Customer requests regarding System issues, to escalate System repair issues to appropriate parties, and to regularly evaluate System for performance matters.
8. Operating Parameters:	(a) "**Annual Mileage Allowance**": **16,000** miles/Vehicle/Contract Year, subject to **Exhibit 2C.** (b) "**Vehicle Operating Period**" or "**VOP**" includes the following, subject to **Exhibit 2C**: (i) **6:00 am to 9:00 am** and **2:00 pm to 5:00 pm** ("**Regular Operating Session**") on any day in Customer's published school year during the Term on which Customer's educational activities are in regular session; (ii) The period outside of the Regular Operating Session that Customer operates a Vehicle for "**Planned Excursion,**" in accordance with the Terms and Conditions. (c) "**Distance Limitation**:" **250** miles away from the

	Premises in any direction, subject to **Exhibit 2C**.
9. Provider Use of System:	As detailed in the Terms and Conditions, Provider has the right to use the System outside the VOP, including to deploy the System to facilitate the provision of grid services (demand response and similar) or charging (including charging-for-a-fee), so long as this Provider use does not interfere with the Services.
10. Contract Price; Performance-Based Adjustments:	(a) **"Base Service Fee"**: **$12,000.00** per Vehicle per Contract Year, as provided in the Terms and Conditions, subject to escalation beginning the second Contract Year at a rate (**"Annual Escalator"**) equal to **3%**/year, subject to adjustment as provided in the Terms and Conditions. (b) **Performance-Based Credits**: If the Charger Uptime Guarantee is not satisfied in a Contract Year, then, for each **1%** below **97%** that System Chargers are not "Available" (defined in the Terms and Conditions) in that Contract Year, Provider will provide **"Availability Credits"** to Customer equal to **1%** of the aggregate Base Service Fee paid for the Contract Year. (c) The total amount of Availability Credits that accrue in a Contract Year are capped at **10%** of the aggregate Base Service Fee paid for that Contract Year.
11. Vehicle Repair Work:	Customer will be responsible for maintaining each Vehicle and performing Repair Work (defined in the Terms and Conditions), and related Vehicle work, including towing, in accordance the Terms and Conditions and **Exhibit 2C**.
12. Existing Incentives:	An **"Existing Incentive"** means any of the following: (a) **$10,000.00** per Vehicle, **$150,000.00** total, for purchase and installation of Chargers and Infrastructure pursuant to the United States Environmental Protection Agency (**"EPA"**) Clean School Bus Round 2 Grant Program (**"EPA CSB Incentive"**), which EPA CSB Incentive shall be paid directly or indirectly to Provider; (b) Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Section 30C of the Inflation Reduction Act of 2022 (**"IRA"**); and (c) Accelerated depreciation for System. Existing Incentives shall be paid or credited to Provider. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on **Exhibit 1C**.
13. Interconnection Limit:	**$0.00** which covers the expected Provider costs, after applying applicable make-ready Existing Incentives, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.
14. Governing Law; Venue:	This Agreement shall be governed by and construed in accordance with the domestic laws of **Georgia**, without reference to any choice of law principles. The state courts of **Georgia** and the federal courts sitting in **Macon, GA**, shall have exclusive jurisdiction over any action or proceeding arising under the TESA, with venue lying in **Macon, GA**.
15. Future Electrification:	As detailed in the Terms and Conditions, Customer and Provider will collaborate to secure Incentives for

	Customer's future fleet electrifications, and Customer will consider working with Provider to on such future fleet electrifications, subject to applicable law, including procurement law.
16. Customer-Specific Provisions:	See **Exhibit 2C**.

<<<<Signature page follows.>>>>

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IV. AGREEMENT EXECUTION

INTENDING TO BE LEGALLY BOUND, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

Customer: Bibb County School District

Signature: _____

Printed Name: James M. Freeman

Title: Board President

Date: 12-19-2024

Provider: HEF P Bibb, LLC

Signature: _____

Printed Name: A. Duncan McIntyre

Title: President and CEO

Date: December 20, 2024

Exhibit 1A of Part 1
Vehicle Specifications; Annual Vehicle Work

1. **Vehicle Specifications:** See attached.

2. **Annual Vehicle Work.** Consistent with Prudent Vehicle Practices (defined in the Terms and Conditions), Customer shall perform such Repair Work each Contract Year during the Term to assure that the Vehicles remain operational during the Term.

<<<End of Part 1, Exhibit 1A>>>

Vision **ELECTRIC**

Technical Specifications



Specification Highlights

CAPACITY	77- Multiple floor plans available with passenger seating up to 77
EXTERIOR WIDTH	96”
INTERIOR WIDTH	90 3/4”
AISLE WIDTH	Varies by floor plan
SKIRT LENGTH	25 3/4”
INTERIOR HEADROOM	77”
OVERALL HEIGHT	123”
WHEELBASE	252” / 273”
BATTERIES	155 kWh Li-ION NMC
ENTRANCE DOOR	27” wide x 78” high / double “full view” outward opening
PROPULSION SYSTEM	Cummins PowerDrive 7000
MOTOR	TM4® SUMO™

TIRE SIZE	11R22.5 (G)
BRAKES	Air brakes 5” front and 7”rear, optional hydraulic brakes
SUSPENSION	Front - 10,000 lb. parabolic springs Rear - 23,000 lb. leaf springs
STEERING	Tilting/telescoping steering
FRONT AXLE	10,000 lb.
REAR AXLE	23,000 lb.
WHEEL CUT	50º
GVWR	Up to 33,000 lb.
MAXIMUM RANGE	Up to 130 miles
RECHARGE TIME	Standard CCS1 connector with AC and DC Fast Charging capabilities: - Level 2 charging in approx. 8hrs - Level 3 (DCFC) charging in approx. 3hrs

Blue Bird Vision **ELECTRIC**

Technical Specifications

Chassis

- 100,000 psi steel frame rails 10 1/8" high x 3" flanges x 1/4" thick
- Cummins PowerDrive 7000 propulsion system, Utilizing an electric motor, 315 peak horsepower, 2,400ft-lbs peak torque
- 155 kWh Lithium ion NMC/G cell between frame rails
- 620 Nominal Voltage
- Up to 120 miles per charge dependent on drive cycle, driver behavior, accessories and HVAC usage
- 11R22.5 (G) tires
- Large, easy to read gauges
- 10,000 lb. front axle with 10,000 lb. parabolic spring suspension
- 23,000 lb. rear axle with leaf spring suspension
- Rubber coolant hoses
- Anti-lock brakes
- 15" steel front bumper
- Tilting/telescoping steering column
- Group-31 12v battery
- "Huck Spin" fasteners on all permanent frame fixtures

Durability

- All parts are pre-primed or thoroughly rust-proofed after fabrication and before assembly
- Entire underbody (body skirt and floor) is undercoated before mounting on chassis
- Exterior surfaces are painted with heat-cured polyurethane
- Interior surfaces are painted with high-quality, hotsprayed, baked-on enamel
- 1/8" Smooth black rubber flooring, 3/16" ribbed rubber aisle
- Rubber cooling hoses
- Rubber molded wheelhouse
- "Huck Spin" frame fasteners

Comfort & Convenience

- 77" headroom at aisle, front to rear
- 12" Split-sash, tempered windows
- Tinted windshield
- 90,000 btu front heater and defroster
- Full "panoramic" cockpit view
- Full body insulation
- Acoustic headlining (Driver's section)
- Efficiency meter

Strength

- 14-gauge steel, hat shaped posts and roof bows
- Rigid 16-gauge steel roof longitudinal internal structural members
- 16-gauge, channeled interior steel window headers
- Riveted and welded construction
- Four full-length, 16-gauge exterior side rub rails
- 20-gauge fluted exterior side panels
- 22-gauge interior galvalume side panels
- 14-gauge steel floor panels
- 100,000 psi steel chassis frame, 1/4" thick with permanent fixtures and attached with "Huck Spin" fasteners

Safety

- 4-wheel anti-lock brakes
- Single halogen headlights
- Driver's three-point seat belt with adjustable 7 1/2" pillar loop
- Outward-opening entrance door with 1,350 square-inch tempered safety glass
- Best driver's line of sight in the school bus industry for a Type C product
- Flat and convex rearview mirrors
- Crossview mirrors
- Electric horn with high and low note
- Blue Bird's unitized construction of the passenger compartment
- 15" steel front bumper, 12" steel rear bumper
- 8.25 x 22.5 Disc, hub-piloted steel wheels
- Certified to Colorado Rack and Load and Kentucky Pole testing
- Sound generator enabled with speeds less than 20mph
- Electronic Stability Control
- Backup camera integrated into driver's rearview mirror

Driver Ergonomics

- "Best-in-class" driver visibility
- Power steering with tilting/telescoping column
- Large, easy to read gauges
- Backlit, easy to reach switch panel with rocker switches
- Electric, intermittent, single switch windshield wipers
- 3-point seat belt with 7 1/2" vertical adjustment
- Fully adjustable driver's seat
- Wraparound dash

Optional Features

- Extended range battery
- Hydraulic brakes
- Front and rear air ride suspension
- Roof or skirt mounted HV self contained A/C
- Wheelchair lift
- Tool compartment
- Mid-mount luggage compartment
- Auxiliary fuel-fired heater
- Stepwell area heater, front of bus heaters and rear bus heaters
- Battery insulation

Serviceability

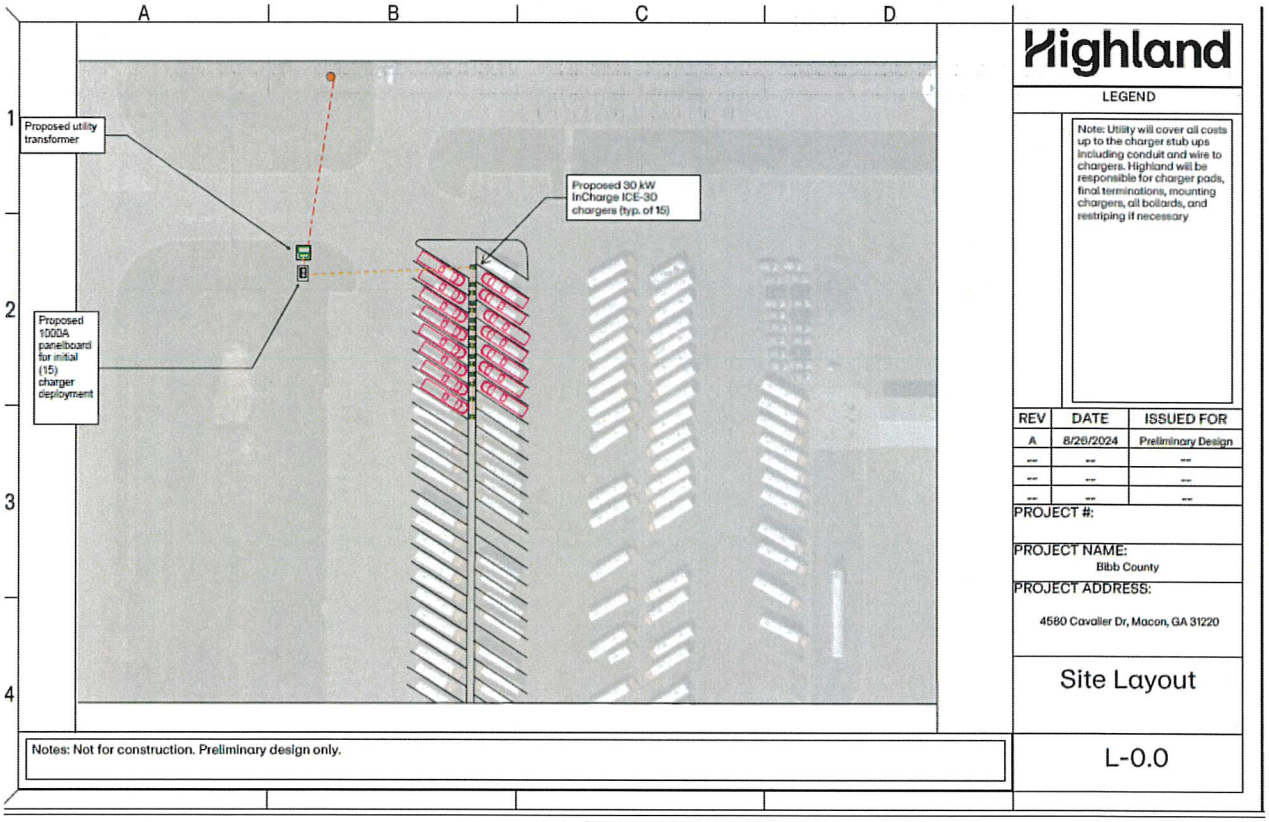
- Chassis multiplex wiring
- Large work space under hood
- Easy hood assist
- Body wiring terminal is easily accessible through exterior electrical compartment
- Wiring is color coded and continuously numbered for easy identification
- Fused circuit protection
- Grease fittings on emergency door hinges
- Easy-opening, outward opening entrance door; features long-lasting, oil-impregnated, bronze pivotal bearings
- Body wiring is encased in "easy to access" ABS molding above passenger windows

Dimensions

Headroom	77"
Width Exterior	96"
Width Interior	90 3/4"
Skirt Length	25 3/4"
Overall Length	393" - 477"
Overall Height	124" excluding options
Wheelbase/ Passenger Capacity	252" = Up to 66 273" = Up to 77

HIGHLAND CONFIDENTIAL

Exhibit 1B of Part 1
Preliminary System Site Plan



<<<End of Part 1, Exhibit 1B>>>

Exhibit 1C of Part 1
Incentive Compliance

1. Customer will assure that, during the Term, the Vehicles funded by the EPA CSB Incentive, being all of the fifteen (15) Vehicles, will be used exclusively to provide pupil transportation and related transportation services to a public school.

2. Customer will assure that, from the Operational Date through at least the fifth (5th) anniversary of the Operational Date, each Vehicle will be used exclusively to serve **Bibb County School District.**

3. During the Term, Customer will assure that each Vehicle will be used significantly to transport preprimary, primary, and secondary school students to or from school or an event related to school.

4. Customer represents and warrants that **Bibb County School District** was the school district listed on the application for the EPA CSB Incentive and is the EPA CSB Incentive awardee.

5. Customer and Provider agree that, upon the request of the Environmental Protection Agency (the "**EPA**"), the Vehicles will be made available for inspection by the EPA or its authorized representatives during the Term through the fifth (5th) anniversary of the Operational Date.

6. On or before December 31, 2026, Customer will scrap, sell, or donate, or cause to be scrapped, sold, or donated, at least **fifteen (15) Type C** fully operational diesel school buses or other EPA-qualified, scrappage-eligible school buses or vehicles with a gross vehicle weight rating of 10,001 pounds or more, which buses or vehicles are made available and provided by Provider (each a "**Replaced Vehicle**"), in accordance with the EPA guidelines and requirements for eligible existing school buses under the EPA CSB Incentive program, and will provide evidence of the scrapped, sold, or donated Replaced Vehicles to the Provider and the EPA in the manner and in the timeframe required pursuant to the EPA CSB Incentive program. Customer will provide a copy of such evidence as well as a signed scrappage statement to Provider upon Provider request unless a scrappage waiver has been approved prior to the start of the project. The Parties acknowledge that the EPA CSB Incentive cannot be used to replace vehicles that do not meet the above eligibility criteria.

7. On or before December 31, 2026, Provider will provide to Customer all information reasonably required to complete, and Customer will complete and submit to the EPA, the 'Close Out Form' required under the EPA CSB Incentive program with respect to the Vehicles and the Replaced Vehicles.

8. As soon as practicable, but, in any event, within sixty (60) days after the Operational Date, Provider and Customer will provide to the other Party each of the following, to the extent in the providing Party's possession or under Providing Party's control: (a) copies of invoices and proofs of delivery for the Vehicles and other components of the System, if any, that are 'eligible infrastructure' funded by the EPA CSB Incentive; and (b) one photo of the exterior of each Vehicle labeled with the last four (4) digits of the Vehicle Vendor Identification Number (VIN); and (c) and one photo of each charging pedestal that is part of the charging infrastructure funded by the EPA CSB Incentive.

9. **Acknowledgement Requirements.** Each Party agrees that any reports, documents, publications, or other materials developed for public distribution supported by this Agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement number **03D07124**. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

10. **Uniform Administrative Requirements and Cost Principles for Federal Awards.** The EPA CSB Incentive is subject to the requirements of the Uniform Administrative Requirements and Cost Principles for Federal Awards; Title 2 CFR § 200 and 2 CFR § 1500. The EPA CSB Incentive is also subject to applicable requirements contained in the EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

11. **2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.** Each Party is prohibited from obligating or expending EPA CSB Incentive funds, directly or indirectly, to: (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232 §889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the EPA CSB Incentive may not be used to purchase video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). No contract or subcontract may include telecommunications or video surveillance services provided by such entities or that use such equipment. No contract or subcontract may include telecommunications or video surveillance services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. **Cybersecurity Condition.** Each Party agrees that when collecting and managing environmental data in connection with the EPA CSB Incentive, it will protect the data following all applicable State or Tribal cybersecurity requirements. The EPA must ensure that any connections between each Party's network or information system and EPA networks used by each Party to transfer data under this agreement are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an EPA IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If either Party's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the Party agrees to contract their EPA Project Officer no later than ninety (90) days after the Effective Date and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

13. **Procurement Procedures**. Each Party agrees to follow applicable procurement procedures. The Parties acknowledge that the EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, each Party agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§ 200.317-327. The Parties acknowledge that the EPA CSB Incentive does not relieve the Parties of their obligations to compete service contracts and conduct cost and price analyses.

14. **2 CFR § 200.322 Domestic preferences for procurements.** As appropriate and to the extent consistent with law, each Party shall, to the greatest extent practicable when expending funds that are part the EPA CSB Incentive, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

15. **Subrecipient Procurement and Reporting Requirements.** If a Party wishes to acquire goods or services from contractors (including consultants), such Party must follow the Procurement Standards set forth in 2 CFR § 200, including those requiring competitive procurement by recipients and subrecipients of federal funds. Any subawards granted or executive compensation paid with the EPA CSB Incentive must be reported under the Federal Funding Accountability and Transparency Act.

16. **MBE/WBE Reporting and Recordkeeping.** Each Party agrees to submit an MBE/WBE Utilization Under Federal Grants and Cooperative Agreements report (EPA Form 5700-52A) on an annual basis when required. Reporting is required for this Agreement where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement or procurement under subawards or loans) with a cumulative total that exceed the Simplified Acquisition Threshold ("**SAT**") (currently, $250,000 however the threshold will be automatically revised whenever the SAT is adjusted, see 2 CFR § 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT. Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period. Each Party agrees to comply with all recordkeeping requirements as stipulated in 40 CFR Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirements of 40 CFR Part 33 must be maintained.

17. **Eligible and Ineligible Costs.** The Parties agree to spend the EPA CSB Incentive only in accordance with the provisions outlined in Section III.D.4 of the EPA Notice of Funding Opportunity number EPA-OAR-OTAQ-23-06, as well as the Section J of the Clean School Bus Programmatic Terms and Conditions.

18. **Program Income**. The Customer acknowledges that in accordance with 2 CFR Part 200.307(e)(2) and 2 CFR § 1500.8(b), the Provider is hereby authorized to retain program income earned during the duration of the Agreement. Program income as defined at 2 CFR § 200.1 means gross income earned by the Provider that is directly generated by a supported activity or earned as a result of the EPA CSB Incentive during the period of performance. Program income includes but is not limited to income from fees or services performed, the use or rental or real or personal property acquired under the EPA CSB Incentive, the sale of commodities or items fabricated under the EPA CSB Incentive, license fees and royalties on patents and copyrights, and principal and interest on loans made with EPA CSB Incentive funds. Interest earned on advances of EPA CSB Incentive funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the EPA CSB Incentive, program income does not include rebates, credits, discounts, and interest earned on any of them. Under the EPA CSB Incentive, program income may come from selling a decommissioned bus for scrap, or selling an existing bus to be replaced if the bus meets applicable requirements. Costs incidental to the generation of program income may be deducted from gross income, provided these costs have not been charged to the EPA CSB Incentive. The program income shall be used to finance the non-Federal share of the project. The Customer acknowledges that the Provider must provide as part of its regular reports a description of how program income is being used.

19. **Leveraging.** The Parties agree to provide all proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in the Agreement. The Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CSB Incentive's performance, and the Parties do not provide a satisfactory explanation, the EPA may consider this factor in evaluating future proposals from the Parties. In addition, the Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CSB Incentive's performance then the EPA may reconsider he legitimacy of the EPA CSB Incentive; if the EPA determines that the Parties knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the Agreement the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

20. **Equipment Disposition**. The Customer acknowledges that in accordance with 2 CFR § 200.313, when equipment acquired using the EPA CSB Incentive needs to be replaced, the Provider may use the to-be-replaced equipment as a trade-in or may sell the property and use the proceeds to offset the cost of the replacement property. The Customer acknowledges that when original or replacement equipment acquired using the EPA CSB Incentive with a current per unit fair market value of $5,000 or less is no longer needed under the Agreement or for other activities currently or previously supported by the EPA CSB Incentive, the Provider may retain, sell, or otherwise dispose of the equipment with no further obligation to the EPA. The Customer acknowledges that when the equipment to be replaced has a current per unit fair market value in excess of $5,000, it may be retained by the Provider or sold, and the EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the EPA's percentage of participation in the cost of the original purchase. Additionally, if the equipment is sold, the EPA may permit the Provider to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling fees.

21. **Automated Standard Application Payments.** Parties must be enrolled or enroll in the Automated Standard Application for Payments ("**ASAP**") system to receive payments under the EPA's financial assistance agreements unless the EPA grants a recipient-specific exception or the assistance program has received a waiver from this requirement. The EPA will not make payments to Parties until the ASAP enrollment requirement is met unless the Party falls under an exception. Under this payment mechanism, the Party initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by the EPA in the Party's ASAP account. Approved payments are credited to the account at the financial institution of the Party set up by the Party during the ASAP enrollment process. The EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the Party demonstrates to the EPA that receiving payment via ASAP places an undue administrative or financial management burden on the Party or the EPA determines that granting the waiver is in the public interest.

22. **Rights to Inventions Made Under a Contract or Agreement**. If a Party wishes to enter into a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental, or

research work related to the performance of this Agreement by such Party, then such Party must comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the EPA.

23. **Union Organizing.** The EPA CSB Incentive may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

24. **The Fly America Act and Foreign Travel.** All foreign travel funded under Agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. § 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier. Foreign travel using the EPA CSB Incentive funding must be approved by the EPA.

25. **Audit Requirements.** In accordance with 2 CFR § 200.501(a), each Party agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year for that year. Because of this audit requirement, documentary support for expenditures on behalf of beneficiaries is required. To the extent a Party is required under this provision to obtain an audit and requires information from the other Party to complete such audit, the other Party shall provide information and shall take such actions as reasonably requested by the Party undertaking the audit. Additionally, each Party acknowledges that the EPA will conduct random reviews of grant recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives, may request copies of grant documents from the Parties to verify statements made on the EPA CSB Incentive application and reporting documents. The Parties acknowledge that they may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that replacement buses are still in service for the Customer, as well as confirm applicable infrastructure adheres to Buy America, Build America requirements (see below). The Parties agree to comply with site visits requests and recordkeeping requirements and agree to supply the EPA with any requested documents three (3) years from the date of the final expenditure report, or risk cancellation of the EPA CSB Incentive or other enforcement action.

26. **Access to Records.** In accordance with 2 CFR § 200.337, the EPA and the EPA Office of Inspector General (the "**EPA OIG**") have the right to access any documents, papers, or other records, including electronic records, of the Parties which are pertinent to the EPA CSB Incentive in order to make audits, examinations, excerpts, and transcripts. This right of access also includes timely and reasonable access to the Parties' personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.

27. **Record Retention.** In accordance with 2 CFR § 200.334, each Party must keep all financial records, supporting documents, accounting books and other evidence of activities related to the EPA CSB Incentive for three (3) years from the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three (3) year period, each Party must maintain all appropriate records until these actions are completed and all issues resolved.

28. **Reporting Waste, Fraud and Abuse.** Consistent 2 CFR § 200.113, the Parties must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the EPA CSB Incentive to the EPA Project Officer and the EPA OIG Hotline. The methods to contact the OIG hotline are: (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone at 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the EPA OIG hotline, Parties receiving an EPA award or subaward of $1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the EPA OIG at 1-888-546-8740. Parties need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

29. **Whistleblower Protections.** This Agreement is subject is to whistleblower protections, including the protections established at 41 U.S.C. § 4712 providing that an employee of either Party may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation

of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include: (1) a member of Congress or representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Federal employee responsible for contract or grant oversight or management at the relevant agency; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court of grand jury; and (7) a management official or other employee of the contractor, subcontractor or grantee who has the responsibility to investigate, discover, or address misconduct.

30. **Reporting Total Compensation of Subrecipient Executives.** Customer must provide Provider with the names and total compensation of each of Customer's five most highly compensated executives for Customer's preceding completed fiscal year if (1) in Customer's preceding fiscal year, Customer received (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and (b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, and (2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986. Customer must report executive total compensation to Provider by the end of the month following the month during which the Customer receives any sub-awarded EPA CSB Incentive.

31. **Suspension and Debarment.** Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Each Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, with respect to this Agreement includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Each Party is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. No debarred or suspended individual or entity may participate in an order or contract placed against this Agreement or with respect to the performance of this Agreement.

32. **Delinquent Tax Liability or a Felony Conviction Under any Federal Law.** By entering into this Agreement, each Party represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. Alternatively, by entering into this Agreement, each Party represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA, and the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests. If either Party fails to comply with this term and condition, the EPA will annul this Agreement and may recover any funds the Parties have expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR § 200.339 and 2 CFR § 200.340 and may also pursue suspension and debarment.

33. **Disclosure of Personal Conflicts of Interest.** As required by 2 CFR § 200.112, the EPA has established a policy (the "**COI Policy**") for disclosure of conflicts of interest. The EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. Each Party must disclose any competition related conflict of interest described in Section 4.0(a) of the COI Policy that are discovered prior to or after the Effective Date to the EPA CSB Incentives Specialist identified by Provider within 30 calendar days after the Effective Date or, if later, the date of discovery of the conflict of interest. The EPA's COI Policy requires that each Party must have systems in place to address, resolve, and disclose to the EPA conflicts of interest described in Sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward, under this Agreement. Failure to disclose a conflict of interest may result in cost disallowances (i.e. – disallowance of some or all of an Existing Incentive). Neither Party is obligated to inform the EPA of the absence of a conflict of interest, only the discovery of one. Disclosure of potential conflicts of interest will not necessarily result in the EPA disallowing costs, with the exception of procurement contracts that the EPA determines violate 2 CFR § 200.318(c)(1), provided the Party notifies the EPA of measures the Party has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

34. **Lobbying Restrictions.** No EPA CSB Incentive funds shall be used to engage in lobbying of the Federal government or in litigation against the U.S. unless authorized under existing law. Each Party agrees to abide by the Cost Principles

available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities. Each Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and agrees to submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Party who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure. Contracts awarded by either Party shall contain, when applicable, the anti-lobbying provision as stipulated in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. By entering into this Agreement, each Party affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. [By entering into this Agreement, each Party certifies, to the best of its knowledge and belief, that: (1) No EPA CSB Incentive funds have been or will be paid, by or on behalf of such Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than the EPA CSB Incentive have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, such Party shall complete and submit the Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) Each Party shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any Party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

35. **Utilization of Disadvantaged Business Enterprises.** Each Party agrees to comply with the requirements of the EPA's Disadvantaged Business Enterprise Program for procurement activities relating to the performance of this Agreement or otherwise funded by the EPA CSB Incentive, contained in 40 CFR, Part 33. 2. Pursuant to 40 CFR §33.301, each Party agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under this Agreement or otherwise funded by the EPA CSB Incentive, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR § 33.301 (a)-(f).

36. **Drug-Free Workplace.** Each Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, each Party must identify all known workplaces affected by the EPA CSB Incentive and keep this information on file during the performance of this Agreement.

37. **Resource Conservation and Recovery Act.** Consistent with goals of Section 6002 of RCRA (42 U.S.C. 6962), each Party agrees to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247, relative to the use of the EPA CSB Incentive. Consistent with Section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, each Party is required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR § 247.2 (d), a Party may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

38. **National Environmental Policy Act.** Each Party agrees to identify to the EPA all impacts that the EPA CSB Incentive may have on the quality of the human environment, and to provide all information needed for the EPA to comply with the National Environmental Policy Act ("**NEPA**," at 42 U.S.C. 4321, et. seq.) to prepare the required NEPA environmental documentation. In such cases, each Party agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground or other construction activities) until the EPA's Project Officer provides written notification of compliance with the environmental impact analysis process under NEPA. The EPA's NEPA Implementing Procedures are available at 40 CFR Part 6. Each Party acknowledges that it may not expend EPA

CSB Incentive funds, including nay expenditures to meet a cost share obligation, for Construction as defined in 40 CFR § 33.103 as "...erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply" until the EPA's Project Officer provides the written notice of compliance with NEPA requirements. Any Construction costs incurred by the Parties prior to receiving the written notice of compliance with NEPA requirements from the EPA Project Officer are at the Parties' own risk. This restriction on expending EPA CSB Incentive funds does not apply to pre-Construction activities such as community outreach, acquisition of architectural and engineering services, preparation of preliminary specifications, competitive procurement of construction contractors and ordering equipment and supplies.

39. **Endangered Species Act**. Each Party agrees to comply with the applicable provisions of the Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543) the Marine Mammal Protection Act (16 U.S.C. §§ 1361-1384), the Lacey Act (18 U.S.C. § 42), and the Convention on International Trade in Endangered Species of Wild Fauna and Flora.

40. **National Historic Preservation Act.** Each Party agrees to identify to the EPA all property listed or eligible for listing on the National Register of Historic Places that will be affected by the EPA CSB Incentive, and with respect to the EPA CSB Incentive, to provide all of the information needed to the EPA for the EPA's effect determination under Section 106 of the National Historic Preservation Act.

41. **Native American Graves Protection and Repatriation**. Each Party agrees that it will comply with the general national policy requirements set forth in 25 U.S.C. §§ 3001-3013.

42. **Trafficking in Persons.** Each Party, its employees, its subcontractors or agents with respect to this Agreement, and their respective employees may not: (1). Engage in severe forms of trafficking in persons during the Term of this Agreement; (2) Procure a commercial sex act during the Term of this Agreement; or (3) Use forced labor in the performance of this Agreement, including the performance of any subcontract with respect to this Agreement. The EPA may unilaterally terminate the EPA CSB Incentive, without penalty, for a violation by either Party or any of their employees. *See* 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the EPA. Each Party must inform the other Party and the EPA immediately of any information received from any source alleging a violation of this prohibition. (Implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S.C. 7102), as amended (22 U.S.C. 7104(g)).)

43. **Civil Rights Obligations.** Each Party complies and during the Term will comply with the following civil rights statutes and implementing federal and EPA regulations: Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency ("**LEP**") (as recipients of the EPA CSB Incentive, each Party is required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals - in implementing this requirement, each Party agrees to use as a guide the Office of Civil Rights document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons"), by entities receiving Federal financial assistance; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance; and Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. Each Party also agrees to comply with all applicable EPA civil rights regulations, including: 40 C.F.R. Part 5 for Title IX obligations; 40 CFR Part 7 for Title VI, Section 504, Age Discrimination Act, and Section 13 obligations; and 2 CFR § 200.300 for statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom. These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination. In accepting this Agreement, each Party acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. Each Party must be prepared to demonstrate to the EPA that such compliance programs exist and are being implemented or to otherwise demonstrate

how it is meeting its Title VI obligations. Each Party acknowledges that audits may be conducted by the EPA to ensure compliance with these requirements.

44. **Build America, Buy America.** Each Party is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act ("**IIJA**") (P.L. 117-58, §§70911-70917) when EPA CSB Incentive funds are used for the purchase of goods, products, and materials for the types of infrastructure projects contemplated by this Agreement and specified under the EPA program and activities specified in the chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act." The Buy America preference requirement applies to all the iron and steel, manufactured products, and construction materials used for all infrastructure projects funded by the EPA CSB Incentive under this Agreement. This includes, but is not limited to, electric bus charging infrastructure, battery energy storage systems, or renewable on-site power generation systems that power the buses and equipment, as well as any other permanent public structure that meets the infrastructure definition in Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. ZE or clean school buses funded by the EPA CSB Incentive are not considered infrastructure for purposes of the Buy America preference requirement. While the Parties are encouraged to consider the purchase of domestically produced buses when possible, the EPA does not endorse or otherwise prefer any specific brand of ZE or clean school buses. Each Party acknowledges and agrees that no part of the EPA CSB Incentive may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States, and the cost of the components of manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Each Party must implement these requirements in its procurements with respect to this Agreement, and these requirements must flow down to all subcontracts at any tier. (See the EPA's Build America, Buy America website and the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.) When supported by rationale provided in IIJA § 70914, either Party may submit a waiver request in writing to the EPA. The EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies: (1) applying the Buy America Preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. For legal definitions and sourcing requirements, the Parties agree to consult EPA's Build America, Buy America website.

45. **Signage and Logo Requirements**. The Parties will ensure that a sign is placed at construction sites supported in whole or in part by the EPA CSB Incentive displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Parties will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at https://www.epa.gov/invest/investing-america-signage. The Parties are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under the EPA CSB Incentive provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Parties are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable. The EPA encourages the Parties to notify their EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction projects as a result of the EPA ESB Incentive and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice. The Parties acknowledge that if the EPA logo is appearing with logos from other participating entities on websites, outreach materials, or reports, it must NOT be prominently displayed to imply that any of the Parties' activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Parties received financial support from the EPA under the EPA CSB Incentive.

46. **Electronic and Information Technology Accessibility.** Each Party acknowledges that, with respect to the System and Services contemplated by this Agreement, such Party is subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("**EIT**"). In compliance with Section 504, EIT systems or products funded by the EPA CSB Incentive must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. As of the Effective Date, the EPA considers a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.

47. **Copyrighted Material and Data.** In accordance with 2 CFR § 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by the EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for (i.e., authorized by) the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the Parties through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the other grantee to use the copyrighted works or other data.

48. **Cooperation with Reporting Requirement**. Customer agrees to use its best efforts to cooperate with Provider in its completion of regular progress reports, workplan modification reports, and other reports required to be submitted to the EPA. Such cooperation includes but is not limited to Customer's retention and timely provision of documents related to this Agreement, timely and reasonable access to the Customer's personnel for the purpose of interview and discussion related to such documents, tracking of project progress as requested by Provider, reporting to Provider any deviations from budget or project scope or objective (including additions, deletions, or changes the schedule, budget, or workplan), and responding in a timely manner to other inquiries by Provider as necessary for the completion of regular progress reports.

49. **Use of Submitted Information.** Applications and reporting materials submitted in relation to the EPA CSB Incentive may be released in part or in whole in response to a Freedom of Information Act ("**FOIA**") request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g. an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR § 2.203 (see EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses). The EPA will use information submitted by the Parties in its annual report to Congress that is due no later than January 31 of each year of the EPA CSB Incentive program. Pursuant to the EPA CSB Incentive program's statute, the report will include: (a) the total number of applications received; (b) the quantity and amount of grants and rebates awarded and the location of the recipients of the grants and rebates; (c) the criteria used to select the recipients; and (d) any other information the EPA considers appropriate. The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted bus photos, including use in program materials.

50. **Training Activities.** For any training for Customer personnel and agents conducted by or for Provider as part of the Training Services or as otherwise required under this Agreement, Provider may provide reasonable light refreshments or light meals and Highland®- branded items to assure engaged attendance in the trainings by all participants; provided that the foregoing shall comply with applicable Customer policies and applicable law.

<<<End of Part 1, Exhibit 1C>>>

Part 2
Terms and Conditions

1. **Interpretation; Relation to Scope of Services**. These Term and Conditions and related exhibits and attachments ("**Terms and Conditions**") are incorporated into and made part of the Transportation Equipment Services Agreement to which these Terms and Conditions are attached as a Part. Such Transportation Equipment Services Agreement, these Terms and Conditions, and all other Parts, Exhibits, and Schedules thereto and hereto form the "**Agreement**" between Customer and Provider. Capitalized words used but not defined in these Terms and Conditions have the meanings assigned to them elsewhere in the Agreement.

2. **Contract Price; Performance Related Adjustments; Invoicing**.

   a. Contract Price. In consideration of the Services, Customer will pay Provider the "**Contract Price**", which means the Base Service Fee, plus any Excess Mileage Fees and Time of Use Fees, net of Vehicle Repair reimbursements and any Availability Credits, and which shall be payable as set forth below.

      i. *Base Service Fee.* The Base Service Fee will be payable on a per-Vehicle basis annually, in advance, with the first installment of the Base Service Fee due on the Operational Date for the first Contract Year, and all subsequent installments due and payable on the first day of each Contract Year thereafter. Provider will invoice Customer for the annual, aggregate Base Service Fee in advance of the due date, except that the first Base Service Fee payment will be invoiced on or after the Operational Date. The Base Service Fee will be subject to increase each Contract Year after the first Contract Year at a rate equal to the Annual Escalator (defined in the Scope of Services), subject to adjustment as provided in **Section 5**. The aggregate Base Service Fee for a Contract Year means the Base Service Fee applicable for that Contract Year multiplied by the number of Vehicles based on which Services are provided during that Contract Year.

      ii. *Performance Related Fees and Credits.* Excess Mileage Fees and Availability Credits shall be paid or credited annually; and Time of Use shall be paid or credited monthly. Provider will invoice Customer for all Excess Mileage Fees, Time of Use Fees, and Availability Credits at least annually following the Contract Year as to which such fees or credits accrue; however, in Provider's discretion, Provider alternatively may invoice Customer for Time of Use Fees on a monthly, quarterly, or annual basis instead. The amount of the Time of Use Fees and the Excess Mileage Fees will increase by the Annual Escalator as of the first day of each Contract Year after the first Contract Year.

      iii. *Maintenance Reimbursement and Credits.* Maintenance reimbursements and credits shall accrue and be invoiced as Customer incurs and reports expenses for Repair Work consistent with this Agreement. The maintenance reimbursement process is further described below.

   b. Performance Related Price Adjustments. The Scope of Services and **Section 3** identify and define Availability Credits that, once accrued, will result in related adjustments to the Contract Price, subject to a cap on the total amount of Availability Credits that can accrue in any Contact Year equal to 10% of the aggregate Base Service Fee paid for such Contract Year. The Contract Price also will be adjusted in respect of reimbursements for Repair Work in accordance with **Section 10**. In addition, the Contract Price will be adjusted as follows:

      i. *Excess Mileage Fees.* For each mile that Customer operates a Vehicle in any Contract Year in excess of the Annual Mileage Allowance for that Vehicle, Customer shall pay to Provider an amount equal to the Excess Mileage Fee multiplied by the number of miles in excess of the Annual Mileage Allowance.

      ii. *Time of Use Fees.* For any hour that a Vehicle is not plugged into the Chargers, excluding any hour that is (A) during the Vehicle Operating Period, (B) during a required Repair Work period, or (C) otherwise approved by, or caused by the actions of, Provider. Time of Use Fees shall accrue and will be payable by Customer to Provider.

   c. Invoices and Payment Terms. Annual and monthly invoices shall be provided by Provider to Customer in accordance with this Section. All amounts due under this Agreement are due and payable within thirty (30) days following receipt of invoice. All payments shall be made in U.S. dollars.

3. **Performance Assurances**.
   a. Charger Uptime Guarantee. Provider guarantees that, in each Contract Year, the Chargers will be "Available" (defined below) for charging, measured annually (the "**Charger Uptime Guarantee**"). The Chargers will be deemed "**Available**" in any Contract Year if the number of charger ports on such Chargers equal to the number of Vehicles in the System are capable of charging the Vehicles 24 hours a day, each day in such Contract Year in a manner materially consistent with the specifications of the applicable Charger to which each such charging port is attached, including factors such as duration and power quality; *provided that*, a charger port shall be deemed "**Available**" during any period such charging port is not operating due to a Permitted Exclusion (defined below) and during any period Provider makes an operational Redundant Port (defined below) available at the Premises instead of such charging port. Any charging ports that are part of the System in excess of the number of Vehicles included in the System are referred to as "**Redundant Ports**" and may be substituted for a charging port that may not be available for charging for purposes of compliance with the Charger Uptime Guarantee. Provider shall use reasonable efforts to designate charging ports as "in service" and "out of service" if Redundant Ports are used as substitutes; and Customer shall use reasonable efforts to assure that each Vehicle is plugged into an in-service Charger port when the Vehicle is not being driven. "**Permitted Exclusions**" means (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port, facility or parking area construction requiring shut off, Vehicle accidents, theft, or vandalism, failure to provide reasonable access to Vehicles), (iii) Force Majeure Events (defined below); and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year). As of the last day of each Contract Year in which the Charger Uptime Guarantee is not satisfied, an Availability Credit, calculated in accordance with the Scope of Services, will accrue for the benefit of the Customer and will be applied to reduce future Contract Price payments otherwise due from Customer in accordance with the Terms and Conditions.

   b. Service Promise. Provider shall meet the following service-level obligations: (i) for each identified issue with the System submitted by Customer through agreed communication channels, provide a remote response within 30 minutes of receipt during business hours (9:00 am to 5:00 pm local time) on any business day, with calls made after the end of a business day receiving a response on the next business day), (ii) manage and oversee enforcement of Vehicle manufacturer and dealer warranties and work with Customer to coordinate Vehicle repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews ("**Service Promise**").

4. **Conditions Precedent; Contract Price Exclusions**.
   a. Conditions Precedent. If any Condition Precedent (defined below) is not timely satisfied, then upon the request of the Provider delivered within sixty (60) days after the failure of such Condition Precedent, then, for thirty (30) days following written notice from Provider the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date. If after such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. Prior to the Operational Date, the following conditions (each a "**Condition Precedent**") shall be satisfied:

      i. The Interconnection Cost (defined below) shall not exceed the Interconnection Limit detailed in the Scope of Services;
      ii. Each Approval (defined below) shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit 1B**;
      iii. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;
      iv. Unforeseeable sitework at the Premises shall not be required to complete the Installation Services; and
      v. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System or the location of the System or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.

The "**Interconnection Cost**" means the total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor. An "**Approval**" means each permit, license, approval, authorization, service agreement, or similar permission or agreement from a Governmental Authority (defined below) or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises. A "**Governmental Authority**" means a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction over the relevant subject matter.

b. Contract Price Exclusions. Unless otherwise identified in the Scope of Services, the Contract Price excludes the following:

i. Performance bond or other surety;
ii. Prevailing wage rates with respect to provision of the Services;
iii. Work at the Premises (asphalt repair, landscaping, lighting, species management) beyond the work contemplated by the System Site Plan, as a condition to an Approval or otherwise;
iv. Work at the Premises that is outside of the scope of the System Site Plan (e.g., installation of an information kiosk);
v. Exclusions identified in the System specifications in **Exhibit 1B** to the Scope of Services.

5. **Taxes; Hyperinflation.**

a. Taxes.

i. *Customer's Taxes.* Customer is responsible for (1) any real property taxes on the Premises or Customer's property thereon; and (2) personal property or excise taxes on the Vehicles; and (3) state or local sales, use, or similar taxes (collectively, "**Sales Taxes**"), if any, imposed with respect to the provision of any Services (including any Services relating to provision of any System component) (collectively, "**Customer Taxes**").
ii. *Provider's Taxes.* Provider is responsible for any income taxes or similar taxes imposed on Provider's receipt of income with respect to any Contract Price payment under this Agreement ("**Provider's Taxes**") and, if required by applicable law, for collection from Customer and remittance to the applicable taxing authority of Sales Taxes payable with respect to the Services under this Agreement.
iii. *Tax Cooperation.* Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize the taxes, including Sales Taxes, payable by the Parties.

b. Hyperinflation. If general inflation for any Contract Year, as measured by the 12-month change in the Consumer Price Index for the nearest metropolitan region to Customer's location, exceeds 6%, then the Annual Escalator for the next Contract Year shall be increased in accordance with the following formula:

$$EI\ (\%) = (CPI\text{-}CY(\%) - [6]\%)$$

EI (%): Percentage Increase in Annual Escalator applied to succeeding Contract Year
CPI-CY (%): Actual CPI (nearest metro) change over Contract Year or nearest possible measurement period

6. **System and Platform; Future Electrification.**

a. System Specifications and Warranties. The System and related specifications (or preliminary specifications) for the Vehicles and Chargers are set forth in the Scope of Services. No later than sixty (60) days after the Provider issues a purchase order for Chargers, Provider will provide to Customer the final dealer/manufacturer issued specifications and a copy of any applicable warranty (each, an "**OEM Warranty**"). Unless otherwise identified in the Scope of Services, the major System components provided by Provider will be new and unused as of the applicable Operational Date. Each Charger will be manufactured by a Provider pre-qualified manufacturer, will have the operating functionality and capacity to perform the Services, and will conform to the specifications therefor set forth on the preliminary System Site Plan, subject to **Section 6(b).**

b. Change to System. The System specifications may be updated by written agreement of Provider and Customer prior to the purchase of Vehicles. Prior to the Operational Date, with Customer's prior consent, which consent shall not be

unreasonably withheld or delayed, Provider may determine to deploy and may procure, install, and ready for deployment chargers and infrastructure, other than the Chargers and Infrastructure included on the preliminary System Site Plan. Customer shall not withhold its consent pursuant to the preceding sentence to the extent (i) Provider demonstrates functional equivalency between initially specified Chargers or Infrastructure and the replacement chargers or infrastructure; (ii) the replacement chargers or infrastructure are required by the local utility or applicable law, or (iii) the replacement chargers and infrastructure are required pursuant to the terms of any Existing Incentive or other Incentive. Once Customer consent is secured consistent with the previous sentence, the replacement chargers or infrastructure will be Chargers or Infrastructure under this Agreement. If, after the Operational Date, Provider determines that any Chargers, or Infrastructure are not performing to expectations, Provider reserves the right to swap such Chargers, or Infrastructure with replacement equipment of similar specifications.

c. Platform License; Intellectual Property.

i. *Intellectual Property.* As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.

ii. *Grant of License in Platform.* Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license for Customer's personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform as made available by Provider to Customer solely to the extent necessary for Customer to access, use, and receive the Services and perform its transportation operations as permitted herein.

iii. *Data.* Data regarding the operational state of and performance of System and Vehicle use shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer in connection with its transportation services.

iv. *Use Limitations.* Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

d. Provider Use of System. Customer acknowledges that Provider has the right to operate the System outside of the Vehicle Operating Period and that such rights support Provider's ability to offer the Services at a reasonable price to Customer by generating third party revenues, tax benefits, and savings for Provider. Subject in all cases to its obligations to provide the Services to Customer, Provider may use the System to, among other things, provide services to third parties as described below. Except as set forth below or in any subsequent agreement between Provider and Customer concerning third-party services, all expenses, profits, risks, and liabilities associated with such activities shall be borne entirely by Provider, including but not limited risk of damage and degradation to the System and associated insurance and operational costs.

i. *Highland Network Charging.* Customer may elect to participate in a municipal or regional charger sharing program operated by Provider and its affiliates that makes available chargers owned or otherwise available to by Provider and its affiliates for charging vehicles utilized by or for Governmental Authorities, including school districts, located in the municipality or region. By electing to participate in such a program, Customer would agree to make certain Chargers and parking bays available to other network participants upon prior notice and, likewise, could utilize the chargers of other network participants.

ii. *Use of Chargers During VOP.* Subject to the establishment of mutually agreeable terms, including operating parameters, signage, and pricing arrangements, during the Term and during the Vehicle Operating Period only, Customer may use the Chargers to charge electric vehicles, other than the Vehicles.

iii. *Air Quality Analysis.* Provider may, with prior written permission of Customer, install one or more air quality monitor systems on the Vehicles (or on other Provider owned or controlled property or equipment) to gather air quality data within the Vehicle service area. Upon request of Customer, Provider shall make summary reports of such gathered data available to Customer at no cost to Customer.

iv. *Use of Platform.* Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use.

e. Future Fleet Electrifications.

i. *Application for Incentives.* For the System under this Agreement, and to enable and support any future Fleet Electrification (defined below), during the Term, Customer will apply for, or will partner with Provider to apply for, and will use reasonable efforts to secure, any Incentive (defined below) available to support any Fleet Electrification or any Vehicles or System under this Agreement, consistent with the applicable Incentive terms and any Requirements (defined below). With respect to any application for any such future Incentive, (a) the applicant Party will provide a copy of the final application to the other Party; (b) consistent with the application requirements, Provider will be included or referred to as Customer's electrification provider or similar designation with respect to such applications or participation; and (c) the Parties will promptly disclose to each other all correspondence, communications, and awards with respect to any Incentive application pursuant to this **Section 6(e).** Neither Party will have any liability to the other for failure to secure an award or payment of any future Incentive, except in the event of such Party's gross negligence or willful misconduct.

ii. *Customer Notice.* During the Term and prior to undertaking any Fleet Electrification, Customer will deliver written notice to Provider of Customer's determination to proceed with any Fleet Electrification, and, following delivery of such notice, Customer will afford Provider a reasonable opportunity to participate in any competitive solicitation or other contracting process undertaken by Customer with respect to such Fleet Electrification so long as Provider is not a Defaulting Party (defined below).

iii. *Customer Procurement Process.* The Customer is free to choose any method of acquisition and implementation of any Fleet Electrification, including but not limited to a competitive procurement process, cooperative procurement process, or single or sole source procurement process, consistent with applicable Requirements. The performance of this Agreement, including the Incentive applications and facilitation of Incentive applications by Provider and the compliance of the Customer with this Section as to any Fleet Electrification will not bar Provider (or any Provider affiliate) from becoming the provider to the Customer of such Fleet Electrification, including but not limited to Provider competing or participating in any Customer procurement process to select a provider for such Fleet Electrification. Further, to the extent the performance of this Agreement by Provider or any compliance or performance by Customer under this Agreement would violate any Requirement or bar Provider from competing or participating in any Customer process to select a provider for any Fleet Electrification, such performance by Provider or such compliance or performance by Customer hereby is waived and excused by the other Party.

iv. *Fleet Electrification.* A **"Fleet Electrification"** means any project or undertaking, in addition to the deployment of the System and license of the Platform underlying the Services contemplated by this Agreement, that: (i) will result in the replacement of any of Customer's fleet from non-electric vehicles to electric vehicles, (ii) will result in the addition of any electric vehicle to Customer's fleet, or (iii) will revise, upgrade, or enhance the charging or vehicle management systems of Customer. A Fleet Electrification may include, without limitation, procurement or provision of electric vehicles for transportation, installation of charging stations or vehicle charging system(s), or procurement of internet-based or other software applications to manage Customer's electric vehicles.

v. *Requirement.* As used in this Section, a **"Requirement"** means: (i) applicable law, (ii) any requirement, compliance with which is a condition to securing any available Incentive for the applicable Fleet Electrification, or (iii) a requirement imposed by a Governmental Authority or other entity or association having jurisdiction over Customer that must be complied with to enable Customer to secure funding for, or to enable either Party to secure a required Approval for, a proposed Fleet Electrification. Without limitation, "Requirement" includes the provisions of any trade agreement or treaty that is applicable to Customer.

7. **Operational Date; Extension Terms.**

a. Operational Date Certificate. When Provider determines the Operational Date for the System has been achieved, Provider will deliver to Customer a certificate in the form of **Exhibit 2A**. Customer will timely acknowledge and

return to Provider the certificate, unless Customer can establish that the System is not substantially delivered, installed, and operational at the Premises as of the Operational Date set forth in such certificate. Such certificate in the form of **Exhibit 2A**, as executed by Provider and Customer, is referred to as the "**Certificate of Commercial Operation.**" The "**Operational Date**" for the System is the date specified in the agreed Certificate of Commercial Operation. Subject to permitted extensions under **Section 7(b)**, Provider shall achieve the Operational Date for the System on or before the Anticipated Operational Date set forth in the Scope of Services. Provider may provide Customer access to and use of portions of the System (Chargers sufficient to charge the Vehicles) before or after the agreed Operational Date, in rolling format, and, in such case, the Parties may agree on, and reflect in the Certificate of Commercial Operation, an Operational Date for the System that is the date many but not all System elements are first operational.

b. Extension of Anticipated Operational Date. If the Operational Date for the System is delayed beyond the Anticipated Operational Date due to a Force Majeure Event (defined below), a delay by the local utility in providing utility service or interconnection for the System (including a delay in completing utility interconnection work), a delay caused by unexpected site conditions at the Premises, a delay due to Customer-requested changes to the System Site Plan, a delay in award or payment of any Existing Incentive, a delay in securing any required Approval, or a delay caused by the vendor or OEM of any major component of the System to be provided, the Anticipated Operational Date and the time for achievement of the Operational Date for the System will be automatically extended on a day-for-day basis for the period commencing the initial occurrence of such delay event through the end of such delay event, without liability of either Party to the other Party.

c. Termination for Delay in Operational Date Achievement. If the Operational Date for the System has not occurred within at least one hundred eighty (180) days after the Anticipated Operational Date, as extended pursuant to **Section 7(b)**, either Party may terminate this Agreement by providing thirty (30) days' prior written notice to the other Party; provided, that such termination shall be revoked if the Operational Date for the System occurs on or before the end of such thirty (30) day notice period.

d. Extension Term(s). Not less than twelve (12) months prior to the end of the Initial Term, Customer may, by written notice to Provider, request to extend the Term for the Extension Term on the same terms and conditions; provided, however, that if the Contract Price is uneconomic for Provider with respect to the Extension Term, then Provider may provide a written notice to Customer prior to the commencement of the Extension Term. Upon delivery of such notice by Provider, the Parties shall negotiate an adjusted Contract Price that provides significant value to Customer while preserving for Provider a reasonable profit margin. If no notice is provided, or the Parties are unable to agree to an adjusted Contract Price by the commencement of the noticed Extension Term, then this Agreement shall expire on the last day of the Initial Term.

8. Incentives

a. Incentives Generally. Except as may be provided in the Scope of Services, as owner of the System, Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes (defined below) and Incentives, including Existing Incentives and Future Incentives (defined below). Subject to any Incentive allocation in the Scope of Services, Customer shall (i) cooperate with Provider in obtaining, securing, and transferring to Provider or its designee any and all Incentives, (ii) not make any filing or statements inconsistent with Provider's ownership interests in the Incentives or Tax Attributes, and (iii) immediately pay or deliver to Provider any Incentives or Tax Attributes that are, directly or indirectly, paid to, delivered to, or otherwise realized by Customer. The following capitalized terms shall have the meanings set forth below:

i. An "**Incentive**" means (i) a payment (such as a rebate or grant, but excluding any "make ready" funding") paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) "make ready" or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof; an "Incentive" includes any Existing Incentive.

ii. "**Tax Attributes**" means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System.

iii. A "**Future Incentive**" means any Incentive (excluding Existing Incentives) that is not available as of the Effective Date and, as of the Effective Date, is not reasonably contemplated to be available by the Anticipated Operational

Date.

b. Future Incentives. Throughout the Term, each of Provider and Customer will use commercially reasonable efforts to secure Future Incentives related to the System, and each will reasonably assist the other Party in such other Party's pursuit of such Future Incentives. However, neither Party will have any obligation under this Agreement to pursue any particular Future Incentive or to incur any out-of-pocket costs or expenses in connection therewith.

9. Vehicle and System Operation

a. Customer Vehicle Operating Parameters. Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:

i. operate the Vehicle only: (A) during the Vehicle Operation Period on Designated Routes (defined below) and for Planned Excursions; (B) as necessary to perform Repair Work; and (C) in accordance with Prudent Vehicle Practices;
ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;
iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer as permitted under this provision; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;
iv. at its own expense (subject to Provider reimbursement obligations for Vehicle Repair Work, including Annual Vehicle Work), keep each Vehicle properly registered and licensed in Customer's name;
v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;
vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a "**Driver**");
vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;
viii. not operate the Vehicle outside of the Distance Limitation;
ix. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in service Charger port, including a Redundant Port; and
x. not permit any person, except Drivers or authorized agents of Customer, to access or use the Chargers or Infrastructure, except as necessary to enable Customer to perform under this Agreement or except in the case of an emergency at the Premises.

b. Designated Routes. Prior to the Anticipated Operational Date, Customer may consult with Provider about, and will deliver to Provider a written notice identifying, the regular, route and schedule for each Vehicle (each a "**Designated Route**") based on which Customer will operate the Vehicle during the Regular Operating Session, which Designated Route will be consistent with System specifications and the Vehicle operating requirements and restrictions in this Agreement. From time to time during the Term, Customer may revise the Designated Route for any Vehicle, so long as the revised Designated Route is consistent with the System specifications and the Vehicle operating requirements and restrictions in this Agreement; and Customer will notify Provider and may consult with Provider about any such change.

c. Planned Excursions. A "**Planned Excursion**" means operation of a Vehicle by Customer outside of the Regular Operating Session for such Vehicle (i) if the operation is a single trip out from and back to the Premises; (ii) if the trip is for transportation of passengers and Customer personnel related to extraordinary activities, (iii) so long as: (x) Customer provides Provider with at least forty-eight (48) hours' advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details, (y) the miles to be covered by the Vehicle for the trip plus the estimated mileage of the Vehicle attributable to the Regular Operating Sessions in the Contract Year in which the trip is to occur do not exceed the Vehicle's Annual Mileage Allowance; and (z) both the timing and mileage of the proposed trip allow for sufficient Vehicle charging before or following the Vehicle's Regular Operating Session that preceded the proposed trip.

d. Prudent Vehicle Practices. **"Prudent Vehicle Practices"** means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with both applicable heavy-duty vehicle or school bus industry and electric vehicle industry best practices, (ii) comply with applicable OEM recommendations and OEM requirements, to the extent provided to Customer by Provider or the OEM, its dealer, or agent; (iii) conform to the requirements or guidelines necessary to preserve the efficacy or availability of any applicable OEM Warranty provided

to Customer by Provider hereunder; and (iv) comply with all applicable federal, state, and local laws and requirements.

10. **Maintenance.**

a. System Maintenance Generally. Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Subject to Provider's reimbursement obligations for Repair Work, Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.

b. Vehicle Maintenance and Reimbursement.

i. *Reimbursable Repair Work.* Subject to Provider's obligations and rights with respect to Vehicle repairs, as provided in this Agreement, Customer shall perform or cause to be performed by a qualified third party, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement ("**Repair Work**"). Customer shall self-perform all Repair Work, except those items which require specialized training or service at a third-party facility, such as for repairs to the battery and drivetrain systems. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle.

ii. *OEM Warranty.* If any OEM Warranty applies to or would cover any Repair Work subject to reimbursement under this Agreement, then to the extent necessary in Provider's discretion, Provider may enforce rights under the applicable OEM Warranty for the purpose of securing OEM coverage of the applicable Repair Work under such OEM Warranty. Provider shall have the sole right to pursue any claims under OEM Warranties and such other such warranties as may apply to the Vehicles. To the extent any Repair Work is covered by an OEM Warranty, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty.

iii. *Towing.* To the extent that, other than due to Customer-caused damage, as required by Prudent Vehicle Practices, any Vehicle must be towed to the Premises or to the location of a third-party Vehicle repair service provider, if the Customer is not capable (under Prudent Vehicle Practices) to perform the required repairs, then Provider shall pay for, or shall reimburse Customer for, the cost of such tow, subject to the Towing Cap. Customer shall be responsible for arranging and paying for any Vehicle tow required due to Customer-caused damage or due to Customer's failure to operate the Vehicle or any other System component as required by this Agreement.

iv. *Annual Vehicle Work.* Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform such minor maintenance and repairs on such Vehicle as set forth on **Exhibit 1A** to the Scope of Services and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. "**Inspections**" means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability. Any regular Vehicle maintenance and repairs required to satisfy inspection requirements shall be included in Annual Vehicle Work. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof.

v. *Standard Repair Time.* From time to time during the Term, Provider may deliver to Customer a written listing of standard repair times ("**SRT**") for standard Repair Work based on OEM recommendations, Prudent Vehicle Practices, or Provider's demonstrated experience with such repairs, and Customer shall use reasonable efforts to perform Repair Work consistent with the applicable SRT.

vi. *Reporting.* No later than the fifteenth day of any calendar month after the Operational Date, Customer will deliver to Provider a written report, in form mutually agreed by Customer and Provider, detailing the Repair Work performed by or at the request of Customer for which Customer seeks reimbursement under this Agreement or for Customer-Caused Repairs (defined below), including the nature or cause of the Repair Work, the date(s) the Repair Work was performed, the number of labor hours expended on such Repair Work, the person(s) performing the Repair Work, the parts procured and used to perform the Repair Work, and the documented cost of such parts. The Customer agrees to provide Provider with access to maintenance records, labor time, and required parts receipts and specifications for each Vehicle and to collaborate with Provider with respect to the timing, location, and substance of Repair Work. Each Repair Work report provided by Customer shall include detail about Repair Work performed in the period agreed by Customer and Provider, which may be a trailing 90-day period, or such other period as agreed to enable capture of all relevant data, include OEM Warranty data.

vii. *Reimbursement.* Based on timely completion of monthly Repair Work reporting by Customer, Provider shall

reimburse Customer for Repair Work and parts performed by, or paid for by, Customer consistent with this Agreement. Provider shall have no obligation to reimburse Customer for Customer-Caused Repairs or for labor hours for Repair Work in excess of the applicable SRT. Further, Provider may delay reimbursement of any Repair Work until all relevant data, including OEM Warranty data and clarification as to whether the work covered by the report is a Customer-Caused Repair, is provided by Customer. To the extent an OEM pays for Repair Work, including parts, under an OEM Warranty, including through paying or reimbursing Customer for such Repair Work or by paying a third-party service provider for the Repair Work, then Provider shall have no obligation to reimburse the Customer for such Repair Work. Required reimbursement payments by Provider for parts shall be at the lowest of: the Customer's cost for the part, the applicable manufacturer suggested retail price for the part, or, the price for the part reasonably available from Provider or a Provider-designated supplier.

viii. *Adjustment.* No more than once per Contract Year a Party may request review of Repair Work and the applicable reimbursement rate under this Agreement. During the thirty (30)-day period following delivery of such a request by one Party to the other, Provider and Customer will engage in good faith review and negotiation of the applicable reimbursement rate in light of then applicable Prudent Vehicle Practices and industry standards for Vehicle Repair Work and may agree to adjust the reimbursement rate under this Agreement and, as applicable, the Contract Price to reflect any upward or downward adjustment to the reimbursement rate.

c. Vehicle Maintenance Consulting. As part of its Operations Services, and at no additional cost to Customer, Provider will support Customer's maintenance of the Vehicles as described below.

i. *Major Maintenance Consulting.* Prior to undertaking or arranging for major maintenance or repairs for a Vehicle, Customer shall provide reasonable notice to Provider of such proposed maintenance or repairs and the reason(s) therefor. Customer will confer with Provider regarding any anticipated service for major maintenance or repairs for a Vehicle.

ii. *Parts and Warranty Management Strategy.* Provider shall advise Customer regarding broader electric fleet management, maintenance, and repair strategy, and coordinate maintenance, repair, and related service escalations with Customer's third-party servicers, including by communicating with Customer regarding Vehicle condition, performance, and maintenance detection, evaluating part needs and recommending inventory stocking levels, and enforcing proper warranty claim work through dealer and Vehicle OEM communications, including direct communications with such third parties as an agent of Customer

iii. *Preventive Maintenance.* Provider may advise Customer to perform additional preventive maintenance on a Vehicle or adopt procedures under a comprehensive maintenance manual (which shall include existing OEM standards). If adopted, Provider shall be responsible for costs associated with such additional preventative maintenance as Repair Work hereunder.

iv. *Reliability and Mitigation of Service.* Provider will coordinate with Customer as needed to cause Vehicle Repair Work to be conducted in a manner to minimize any interruption in service to Customer, including by facilitating Vehicle Repair Work outside of the Vehicle Operating Period to the extent commercially practicable.

d. Maintenance of Chargers and Infrastructure. Provider shall be responsible for scheduling and coordination and cost of any maintenance of each component of any Charger, as recommended by the vendor and manufacturer of such component, and of related Infrastructure (**"Charger Maintenance and Repairs"**), as needed for the operation of the Chargers to provide Services; provided, that Provider shall use commercially reasonable efforts to (i) minimize any interruption in Services, and (ii) limit any suspension of Services due to Charger Maintenance and Repairs to non-VOP hours. Scheduled and unscheduled Charger Maintenance and Repairs shall be undertaken at Provider's sole cost and expense, except that Customer shall reimburse Provider for the reasonable cost of any maintenance or repairs resulting from damage caused by Customer, its agents, employees, or contractors.

e. Customer-Caused Repairs. Customer shall bear the cost of any service, inspection, or repairs for a Vehicle (collectively, **"Customer-Caused Repairs"**) resulting from (i) damage to a Vehicle or the System caused by Customer, its agents, employees, contractors, Drivers, or passengers, (ii) Customer's use of the any Vehicle, or any other action or inaction of the Customer, that voids the OEM Warranty for such Vehicle or is outside of the Prudent Vehicle Practices, or (iii) Customer's failure to perform or cause to be performed any Repair Work in accordance with this Agreement. Customer shall also be responsible for ensuring that a properly trained Customer employee or contractor performs all Repair

Work and Customer-Caused Repairs completed by or for Customer. A Customer-Caused Repair specifically excludes any Repair Work necessitated due to damage caused to a Vehicle as a result of following Provider's guidance or instructions with respect to such Repair Work.

11. Premises.

a. System Site Plan. To achieve System efficiencies, to respond to the requirements of the applicable local utility or Governmental Authority, or to respond to the reasonable requests of Customer for changes to the preliminary System Site Plan attached as **Exhibit 1B** to the Scope of Services, Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit 1B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update, which may be in any form mutually acceptable to the Parties, including a change order, to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer's failure to respond within such ten (10) day period shall be deemed approval of, and agreement to, such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer's approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the "**System Site Plan**" hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider 's reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days' prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes. Changes to the System Site Plan may be made by change order or any other form acceptable to the Parties, so long as such changes to the System Site Plan are specified and acknowledged in writing by the Parties. However, immaterial changes to the System Site Plan made by Provider need only be reflected on the as-installed System Site Plan delivered by Provider to Customer.

b. Access Rights. Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of a Premises, or with full permission from the owner of the Premises, if other than Customer (the "**Landowner**"), hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "**License Term**"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "**Exclusive License**," and together with the above Non-Exclusive License, the "**Licenses**") for the sole purposes of installation, operation, use, repair, and removal of the Chargers and Infrastructure on or from the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises consistent with this Agreement. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to the Premises (including provision of keys or gate pass codes).

12. Ownership and Risk of Loss; Liens.

a. Ownership of System; Risk of Loss. As between Provider and Customer, Provider (including, for this purpose, a

Provider affiliate or Financing Party) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including Chargers and Infrastructure shall be borne by Provider. Customer shall bear the risk of loss and liability associated with owning and driving of the Vehicles by Customer, including for the acts or failures of its Drivers (and any chaperones or assistants under control of Customer) and passengers.

b. Notice to Customer Lienholders; Liens. Customer shall use commercially reasonable efforts to place all parties having a lien on the Premises or any improvement on which any part of the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of such Premises, Customer shall provide a disclaimer or release from such lienholder in a form acceptable to Provider. Customer shall not directly or indirectly (including through any affiliate of Customer) cause, create, incur, assume, or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Provider access to the Premises on or with respect to the any components of any System.

c. Fixture Disclaimer. If Customer is the fee owner of the Premises under this Agreement, Customer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where such Premises are located. If Customer is not the fee owner of any Premises, Customer shall use commercially reasonable efforts to obtain consent from the applicable Landowner to file a fixture disclaimer. For the avoidance of doubt, Provider has the right to file such disclaimer.

d. UCC Filing. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code of the jurisdiction identified by this Agreement as the source of governing law ("**UCC**"). Customer authorizes Provider or any Financing Party (defined below) to file a precautionary UCC financing statements and other similar filings and recordings with respect to any System component. Customer agrees not to file any corrective or termination statements or partial releases with respect to any such UCC financing statements or other similar filings or recordings filed by Provider in connection with a System component, except (i) if Provider fails to file a corrective or termination statement or release on request from Customer after the expiration or earlier termination of the Agreement, or (ii) with Provider's consent.

13. Insurance. During the Term, the Parties shall comply with the insurance provisions below.

a. Insurance – Customer. Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $3,000,000 general aggregate; (ii) automobile liability insurance covering all Vehicles with coverage of at least $500,000 combined single limit per occurrence. (iii) physical damage insurance coverage on all Vehicles, including comprehensive coverage for each Vehicle while parked on an actual cash value (ACV) basis, subject to a $50,000 deductible, and collision coverage for the over-the-road exposure on an ACV basis, subject to a $25,000 deductible; (iv) Excess liability insurance in excess of the limits provided by the commercial general liability, school leaders liability parts A & B, and law enforcement, but not Automobile Liability, with limits of at least $2,000,000 per occurrence and aggregate where applicable; (v) employer's liability insurance with coverage of at least $2,000,000; and (vi) workers' compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer's property insurance policy and as additional insureds on all other insurance required by this **Section 13**, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates. Customer shall assure that each Driver is covered under the Customer's liability and employer/ workers compensation insurance policies.

b. State Minimum Coverage. If at any time the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceed the Customer insurance minimums stated in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.

c. Insurance – Provider. Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Infrastructure, and the

Chargers; (ii) commercial general liability insurance with coverage of at least $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least $5,000,000 per occurrence and annual aggregate; (iv) employer's liability insurance with coverage of at least $2,000,000; and (v) workers' compensation insurance as required by law. Provider's insurance will not be called upon to respond to or cover Customer's gross negligence or willful misconduct.

d. Additional Requirements of Customer and Provider. All liability insurance and property insurance maintained by a Party as required by this Agreement shall name the other Party (or, upon request, its applicable financing party or other designee) as an additional insured, and, with respect to property insurance, as loss-payee. All liability insurance and property insurance policies required to be maintained by a Party (each, an "**Insured**") under this Agreement: (i) shall be issued by a company with an A.M. Best rating of not less than A:VIII or, if a party is participating in a group self-insurance Fund, such Fund must be in good standing with the Georgia Department of Insurance; (ii) shall not be cancelled, changed, or modified until after the insurer or the Insured has given to the other Party ("**Beneficiary**") at least thirty (30) days' prior written notice of such proposed cancellation, change, or modification; (iii) no act or default of the Customer, as Insured, or any other person or entity shall affect the right of the Provider, as Beneficiary, or its successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle; and (iii) the coverage under each such policy is "primary coverage" for the protection of Customer and Provider and their respective successors and assigns, notwithstanding any other coverage carried by Customer or Provider or any of their respective successors or assigns protecting against similar risks. As soon as possible after the Effective Date, and thereafter, upon request of the other Party, each Party shall provide the other Party a certificate or other reasonable evidence of the insurance required to be maintained by such Party under this Agreement. Customer, its Drivers, and its agents will cooperate with Provider and any of Customer's or Provider's insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received in connection with such claim or action.

e. Damage to or Destruction of System.

i. *Notice and Inspection.* Customer shall notify Provider immediately of any insurable or potentially insurable claims affecting the System of which Customer becomes aware, including any evidence of malfunction, damage, or destruction. Upon such notice, Provider may enter the Premises and access the System to inspect the Vehicles, the Chargers, or any Infrastructure, as applicable.

ii. *Substantial Damage; Destruction.* If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such damage or destruction of the System. If Provider elects to repair and restore the System (or portion thereof), the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Contract Price.

iii. *Use of Insurance Proceeds.* Subject to clause (ii), above, insurance proceeds shall be applied to prompt repair, restoration or replacement of the applicable System components. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

14. Miscellaneous Obligations and Representations Concerning the Premises.

a. Safety Requirements. Provider and its employees, agents and contractors shall comply with Customer's site safety and security requirements provided to Provider by Customer when on the Premises during the License Term. During the License Term, Customer shall, and shall cause the Landowner, if different, to preserve and protect Provider's rights under the Licenses and Provider's access to Premises, and shall not interfere, or permit any third parties under

Customer's control to interfere with such rights or access. Customer acknowledges that Provider may prepare and record in the relevant registry of deeds evidence of the Licenses (which may be a memorandum of license and/or a separate license instrument consistent with this Section), and Customer shall cooperate with such efforts, including by executing such document(s). Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.

b. Maintenance of Premises. Customer shall, at its sole cost and expense, maintain the Premises in good condition and repair. Customer, to the extent within its reasonable control, (i) shall ensure that the Premises remains connected to the local electric utility grid at all times; (ii) shall assure that the Premises maintains ingress and egress access to and from a public right of way sufficient in area and design to accommodate each Vehicle; and (iii) shall not permit or cause cessation of electric service to such Premises from the local electric utility.

c. No Alteration of Premises. Not less than thirty (30) days prior to making or allowing to be made any planned alterations or repairs to a Premises that may adversely affect the operation and maintenance of the System, Customer shall inform Provider in writing and, thereafter, shall use commercially reasonable efforts to conduct, or cause to be conducted, such repairs, alterations or improvements in compliance with any reasonable written request to mitigate any adverse effect that is delivered by Provider no later than ten (10) days Provider receives Customer's alternation notice. If any repair, alteration, or improvement results in a permanent and material adverse economic impact on the System, Customer may request relocation of the System under **Section 14(g)**. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Provider shall perform such work, and any re-connection or re-installation of the System, at Customer's cost.

d. Approvals; Access to Customer Information. Customer shall cooperate with Provider's reasonable requests to assist Provider in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Customer to the utility, such as any easements and consents from Customer or the owner of the Premises or of adjacent properties. Customer has provided to Provider all material concerning Customer, Customer's operations, and the Premises and Customer's use thereof (including information pertaining to underground utilities, conservation easements, wetlands, and the like), and such information is accurate in all material respects.

e. Customer's Interest in Premises. Customer represents, warrants, and covenants to Provider the following as of the Effective Date: (a) Customer has title to or a leasehold or other valid property interest in such Premises, (b) the grant of the Licenses and other rights under this Agreement does not violate any law, ordinance, rule, or other governmental restriction applicable to Customer or the Customer's use of the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Customer is bound or that affects the Premises or, if applicable, the System, and (c) if Customer does not own the Premises under this Agreement or any improvement to such Premises on which the System is to be installed, Customer has obtained all required consents from the Premises Landowner or improvement owner, as the case may be, to grant the Licenses and other rights to Provider with respect to such Premises and improvement(s) so that Provider may perform its obligations under this Agreement.

f. Environmental.

i. *Representations*. Customer represents that there are no Hazardous Substances (as defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this Section shall survive the termination or expiration of this Agreement.

ii. *Notices*. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

iii. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws

pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

g. Relocation. If, during the Term, (i) Customer ceases to use any Vehicle to conduct transportation operations at the Premises, or vacates such Premises; (ii) the Premises are substantially damaged or destroyed; or (iii) the Customer is otherwise unable to continue to host the System at the Premises for any other reason (other than a Default Event by Provider), Customer may propose in writing the relocation of the Chargers and Infrastructure, at Customer's cost, in lieu of termination of the Agreement by Provider for a Default Event (defined below) by Customer. If such proposal is practically feasible and preserves the economic value of the agreement for Provider, the Parties shall seek to negotiate in good faith an agreement for the relocation of the Chargers and Infrastructure. If the Parties are unable to reach agreement on relocation of such Chargers and Infrastructure within sixty (60) days after the date of receipt of Customer's proposal, Provider may terminate this Agreement pursuant to **Section 16(b)(ii)**.

h. Removal. The Parties acknowledge Provider's investment in, and the expected long-term value of, the charging, electrical infrastructure, and metering components of the Chargers and Infrastructure. The Parties therefore agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, Provider shall, at its expense and in a reasonably diligent manner, (a) decommission and remove from the Premises all above-ground property comprising the System, and (b) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or during its decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate removal of the Chargers and Infrastructure. If Provider fails to remove or commence substantial efforts to remove the Chargers and Infrastructure as required by this provision, Customer may, at its option, remove such Chargers and Infrastructure to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.

15. Mutual Representations and Warranties; Disclaimer.

a. Each Party represents and warrants to the other the following as of the Effective Date:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company, or, if required for such Party, action by Governmental Authority, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, and other similar laws relating to creditors' rights generally);

ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business, and to execute and deliver this Agreement, and such Party is in compliance with all laws that relate to this Agreement in all material respects; and

iii. Neither the execution and delivery of this Agreement by such Party nor the performance by such Party of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which it is a party or by which it is bound.

b. EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES PROVIDED BY PROVIDER TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO CUSTOMER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS

FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

16. Default, Remedies and Damages.

a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");

ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this **Section 16(a)** within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;

iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or

v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises unless the Parties agree upon a relocation of the System under **Section 14** above; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.

The failure of the Charger Uptime Guarantee shall not be a Default Event by Provider so long as Provider satisfies any obligation under this Agreement to pay or credit Customer with respect to such failure.

b. Remedies.

i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Customer cures the Default Event in full, or (b) termination of this Agreement. Provider's rights under this **Section 16(b)(i)** are in addition to any other remedies available to it under this Agreement, at law, or in equity. Notwithstanding suspension by Provider under this Section, during the period of the suspension, Provider shall have access to and use of the Premises and System, including the Vehicles, and may continue to provide Services during the period of the suspension.

ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under **Section 16(a)(iv),** the Non-Defaulting Party may terminate this Agreement immediately.

iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit 2B.** In addition, upon termination of this Agreement due to a Default Event, and subject to **Sections 17(c)** and **(d)**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

c. Obligations Following Termination. If a Party terminates this Agreement pursuant to **Section 16(b)(ii),** then following such termination, Provider shall remove the equipment constituting the System in compliance with **Section 14** at the

sole cost and expense of the Defaulting Party; provided, that Provider shall not be required to remove the System following the occurrence of a Default Event by Customer pursuant to **Section 16(a)(i)**, unless Customer pre-pays the cost of removal and restoration reasonably estimated by Provider. Nothing in this Section limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement. Regardless of whether this Agreement is terminated for a Default Event, the Non- Defaulting Party must make commercially reasonable efforts to mitigate its damages resulting from such Default Event.

17. Indemnification and Limitations of Liability.

a. General. To the extent permitted by Georgia law, each Party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to (1) the Indemnifying Party's breach of any representation or warranty set forth in **Section 15**, (2) a breach by the Indemnifying Party of its obligations under this Agreement, or (3) injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party.

b. Notice and Participation in Third Party Claims. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.

c. Limitations of Liability.

i. Except with respect to indemnification Claims and claims concerning Hazardous Substances pursuant to this Section, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. For avoidance of doubt, any amount incurred by Provider upon default by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement, including any prepayment fees, original issue discount, breakage, hedge, or swap termination fees, and other amounts payable by Provider to any Financing Party as a consequence of such Customer default, shall be included in Provider's direct damages.

ii. Except with respect to indemnification of Claims and claims concerning Hazardous Substances pursuant to this Section, Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this Section will apply whether such liability arises in contract, tort, strict liability, or otherwise.

d. EXCLUSIVE REMEDIES. TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE

REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

e. Comparative Negligence. Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

18. Force Majeure.

a. Force Majeure Event. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event.

b. Definition of Force Majeure Event. "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack or ransomware attack; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; epidemic or pandemic; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment, supplies or products outside of Provider's control or due to a Force Majeure Event.

19. Assignment and Financing.

a. Assignment.

i. Subject to the remainder of this **Section 19(a),** this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold its consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider's obligations this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.

ii. Notwithstanding **Section 19(a)(i),** Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 19(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider's obligations hereunder by binding written instrument. The rights of Provider under this **Section 19(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.

b. Financing. The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a "**Financing Party**") in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component

thereof, and in Provider's right to proceeds, rental and other payments under this Agreement. Provider's rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider's obligations to Financing Party. In furtherance of Provider's financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer's authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer's governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer's use of the System under this Agreement in accordance with this Agreement. The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this Section.

c. Lender Step-In Right. Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider's obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this Section. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

20. Confidentiality.

a. Confidential Information. To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act**"), if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to freedom of information or similar transparency requirements under applicable law pursuant to a valid request for information under such law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority or by a Party that is a Governmental Authority subject to freedom of information law requirements, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law, including, as applicable, the Right to Know Act.

b. Permitted Disclosures. Notwithstanding **Section 20(a)**, a Party may provide Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants, and Financing Parties (collectively, "**Representatives**"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any Representative or other person to whom that Party discloses Confidential Information.

c. Destruction; Equitable Remedies; Survival. All Confidential Information remains the property of the disclosing Party and, upon request of the disclosing Party, will be returned to the disclosing Party or destroyed (at the receiving Party's option), subject to the record retention obligations of the receiving Party under applicable law and subject to the ability

of the receiving Party to retain an archival copy consistent with receiving Party's written document retention policy. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this **Section 20** by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party in breach of this **Section 20**, and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this **Section 20**. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this **Section 20**, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.

d. Goodwill and Publicity. Neither Party may (i) make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

21. General Provisions.

a. Notices. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified in the Scope of Services or such other address as either Party may specify in writing pursuant to this Section.

b. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and indemnification, will survive such termination.

c. Further Assurances. Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.

d. Waivers. No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

e. Non-Dedication of Facilities. Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.

f. No Partnership. No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

g. Service Contract. The Customer and Provider intend and agree that this Agreement is a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

h. Customer-Specific Provisions. Except as otherwise expressly stated on **Exhibit 2C,** the provisions of any **Exhibit 2C** included as part of this Agreement replace and supersede any inconsistent provision included in the Scope of Services, these Terms and Conditions, or any Exhibit to the extent of the inconsistency.

i. Entire Agreement, Modification, Invalidity, Captions. This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. No aspect of this Agreement (including, the Services, the Contract Price, the number or specifications for the Vehicles, or other provision) may be modified, other than pursuant to a written document executed by Customer and Provider, including a written amendment, supplement, or change order, that identifies specific changes to the Services, the Contract Price, the number or specifications for the Vehicles, or other provision this Agreement, subject only to **Section 11(a)** concerning changes to the System Site Plan. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

j. Order of Precedence. This Agreement is comprised of the Scope of Services (Part 1), these Terms and Conditions (Part 2), and the Exhibits to each such Part, each of which are incorporated herein by reference. In the event of any conflicts among the Parts and any Part Exhibit, Exhibit 2C (Customer-Specified Terms), if any, shall prevail, followed by Parts 1, including its Exhibits, and Part 2, including its Exhibits (other than any Exhibit 2C), in that order of precedence.

k. No Third-Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties, to the extent provided herein or in any other agreement between a Financing Party and Provider or Customer, and do not imply or create any rights on the part of, or obligations to, any other Person.

l. Affiliate Operations. For purposes of this Agreement, if Customer's affiliate(s) is (are) the applicable lessee or Landowner of the Premises, or the operating entity actually conducting operations with respect to vehicles maintained at the Premises, then Customer shall cause such affiliate to comply with the terms, covenants and obligations of this Agreement which apply to the activities of such affiliate. Customer represents and warrants that Customer has the authority to bind and ensure performance from such affiliates.

m. Counterparts. This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same agreement.

<<<End of Terms and Conditions>>>

Part 2, Exhibit 2A
Certificate of Commercial Operation

PROJECT NAME: **Bibb County School District Fifteen-Bus Electrification**
PROJECT ADDRESS: **4580 Cavalier Drive, Macon, GA 31220**

OPERATIONAL DATE: [_____]

Pursuant to **Section 7** of the Terms and Conditions under the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the "**Agreement**"), dated [_____] by and between Bibb County School District ("**Customer**") and HEF-P Bibb, LLC ("**Provider**"), this Operational Date Certificate ("**Certificate**") is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

This Certificate applies to the System.

Provider hereby certifies that, as of the Operational Date set forth above and subject to Punchlist Items set forth on the list attached to this Certificate (i) the Chargers are installed at the Premises and operational; (ii) the Infrastructure necessary to support the Vehicles and the Chargers is installed at the Premises and operational; and (iii) any Approvals required for the installation and operation of the System have been obtained.

Upon acceptance of this Certificate, Customer agrees that the Operational Date for the System is the Operational Date set forth above.

IN WITNESS WHEREOF, Provider and Customer are executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF-P Bibb, LLC

By: _____
Name:
Title:
Date: _____

Customer accepts Provider's Certificate and acknowledges the Operational Date as set forth above.

Bibb County School District:

By: _____
Name:
Title:
Date: _____

Attachments: Punch List Items

<<<End of Part 2, Exhibit 2A>>>

Part 2, Exhibit 2B
Termination Payment Schedule

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	**$1,529,000**
Contract Year 1	**$1,277,000**
Contract Year 2	**$1,190,000**
Contract Year 3	**$1,095,000**
Contract Year 4	**$989,000**
Contract Year 5	**$870,000**
Contract Year 6	**$734,000**
Contract Year 7	**$579,000**
Contract Year 8	**$407,000**
Contract Year 9	**$215,000**
Contract Year 10	**$**

*	Consistent with Agreement Part 2, Sections 16(b)(iii), 16(c), and 17(c)(i)(b) the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement *in addition to* the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

<<<End of Part 2, Exhibit 2B>>>

Part 2, Exhibit 2C
Customer-Specific Provisions

1. **Required Provisions with Regard to Multi-Year Contracts.** This Agreement shall become effective on the Effective Date hereof and shall terminate absolutely and without further obligation on the part of the District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as hereafter provided; provided, however, that the Agreement shall automatically be renewed on the first day of each year following automatic termination unless the District shall have given to Provider notice in writing not later than December 1 of the expiring year of its intention not to renew the Agreement on January 1 of the ensuing year. In the event of non-renewal, all fees for billing and other related work performed by the Provider shall, with proper documentation, become due and payable and all contract obligations shall cease.

   This Agreement is intended to be and is a multi-year agreement pursuant to and within the meaning of O.C.G.A. Section 20-2-506, and is subject to all the provisions, limitations and conditions of said statute, and the provisions of the statute are adopted and incorporated herein. Where any provision of this agreement is not in compliance with, or is in conflict with, the statute, such provision shall be void and of no effect, and the provisions of the statute shall control.

2. **Financing Party Right to Cure.** Without limiting any Financing Party rights under the Agreement, from and after any Provider Default Event or the delivery of a Customer Notice, a Financing Party shall have the right, but not the obligation, to take all such actions and execute and deliver all documents in the name or on behalf of Provider or otherwise to perform Provider obligations, to exercise Provider rights under this Agreement, and to effect a cure of any Provider Default Event.

3. **Contract Value.** For purposes of complying with O.C.G.A. §20-2-506(b)(3), the total amount owed by Customer to Provider for the first Contract Year, each, subsequent Contract Year in the Term, and in all Contract Years through Contract Year 10 will be as follows:

CONTRACT YEAR	AMOUNT OWED TO PROVIDER**
Contract Year 1	**$180,000.00**
Contract Year 2	**$185,400.00**
Contract Year 3	**$190,962.00**
Contract Year 4	**$196,690.86**
Contract Year 5	**$202,591.59**
Contract Year 6	**$208,669.33**
Contract Year 7	**$214,929.41**
Contract Year 8	**$221,377.30**
Contract Year 9	**$228,018.61**
Contract Year 10	**$234,859.17**
TOTAL: ALL CONTRACT YEARS:	**$2,063,498.28**
** Reflects anticipated total Base Service Fee for applicable Contract Year adjusted for the Annual Escalator, but excluding any credits or fees (such as any Availability Credit or Time of Use Fees).	

4. **Annual Payments under Agreement.** Customer represents, warrants, and covenants that this Agreement does not require payments by Customer to Provider in any Contract Year that, when combined with other contract payments and obligations of the Customer, would exceed 7.5% of the total local revenue collected for maintenance and operation of the Customer's school system in the most recently completed fiscal year, within the meaning of O.C.G.A. §20-2-506 (b)(4). Accordingly, the Customer and Provider understand and agree that the total combined annual payments pursuant to this Agreement and other contracts of the Customer under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year in the Term shall not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the Customer's school system in the most recently completed fiscal year.

5. **Agreement not a Debt; Savings Clause.** This Agreement does not and shall not be deemed to create a debt of the Customer for the payment of any sum beyond the calendar year of execution of this Agreement or, in any subsequent calendar year during the Term. Without limitation, the provisions of this Exhibit, Sections 1 through 4, incorporate and are intended to incorporate provisions enumerated in O.C.G.A. §20-2-506 subsection (b).

6. **Vehicle Repair Work.** Notwithstanding the Terms and Conditions, Provider shall have no liability to reimburse Customer for Repair Work or any work, service, or cost incidental thereto, including costs associated with Vehicle towing, diagnostics, driver fees, registration, or licensing. Customer shall be solely responsible for performing and paying for Repair Work and any work, service, or cost incidental thereto, including Vehicle towing, diagnostics, driver fees, registration, and licensing, consistent with Prudent Vehicle Practices. As such, the Customer shall not be required to provide the monthly reports set forth in Terms and Conditions Section 10(b)(vi).

7. **Service Promise.** Terms and Conditions Section 3(b) is deleted and replaced with the following:

   b. Service Promise. Provider shall meet the following service-level obligations: (i) for each identified issue with the System submitted by Customer through agreed communication channels, provide a remote response within six (6) hours of receipt during business hours (9:00 am to 5:00 pm local time) on any business day, with calls made after the end of a business day receiving a response on the next business day), (ii) work with Customer to coordinate System repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews ("**Service Promise**").

8. **Utility Work**.
   a. It is a "**Condition Precedent**," within the meaning of Terms and Conditions Section 4(a), that, at least four weeks prior to the Anticipated Operational Date, pursuant to its Electric Transportation "Make Ready" Program ("**Make Ready Program**"), the Utility will have completed the Utility Work (defined below). If such Condition Precedent is not timely satisfied, the Parties shall have the rights, and shall be subject to the obligations set forth in Terms and Conditions Section 4(a). Further, without limiting Provider's rights or remedies under the Agreement, if the Utility fails to timely perform the Utility Work as contemplated by this Section, the Anticipated Operational Date shall be revised and extended to be the date that is four (4) weeks after the date the Utility Work is completed, and the rights of Customer under Terms and Conditions Section 7(c) shall not apply and shall be waived to the extent the Operational Date and Anticipated Operational Date are delayed due to the failure of the Utility to timely perform the Utility Work.
   b. Similarly, it is a "**Condition Precedent**," within the meaning of Terms and Conditions Section 4(a), that, throughout the Term, the Utility Equipment will be operable for its untended purposes and that the Utility will operate, maintain, promptly repair or replace, and maintain the functionality of, all Utility Equipment, which includes all equipment and materials required to interconnect the Utility's distribution grid to the System on the Premises and to enable sufficient electricity to flow from the Utility distribution grid via the System to provide charging electricity to the Vehicles. If such Condition Precedent is not timely satisfied, the Parties shall have the rights, and shall be subject to the obligations set forth in Terms and Conditions Section 4(a).
   c. The Customer has agreed to, and throughout the Term, the Customer will comply with the requirements of the Make Ready Program, including the Georgia Power Make Ready Terms and Conditions, which can be found here: https://www.georgiapower.com/content/dam/georgia-power/pdfs/business-pdfs/make-ready-et-terms-and-conditions.pdf.
   d. The Customer will provide the Utility with all information requested, any real property rights, and access to the Premises required to enable the Utility to provide the Utility Equipment and perform both the Utility Work, all ongoing work required to maintain and operate the Utility Equipment, and any related work contemplated by this Section.

e. Customer acknowledges and agrees that, Provider is not responsible for the procurement, provision, installation, start-up, testing, or commissioning of any Utility Equipment or for the performance of any other work with respect to the Utility Equipment contemplated by this Section.

f. The "**Utility Work**" means the following services and deliverables provided by the Utility at the Utility's expense: engineering, design, procurement, installation, testing, connection, and start-up of all Utility Equipment; Premises survey; permitting; site civil work, earthwork, repaving, and restriping, as required; and all other work reasonably required to procure, provide, install, and start-up the Utility Equipment at the Premises.

g. The "**Utility Equipment**" means all equipment and materials, including conduit, and wire, switchgear, transformer, transformer pad, required to interconnect the Utility's distribution grid to the System on the Premises to enable sufficient electricity to flow from the Utility distribution grid via the System to provide charging electricity to the Vehicles.

9. **Provision of Electricity**. Customer, at Customer's expense, shall timely secure utility service to provide via the System, and shall assure the provision to the Vehicles via the System of, charging electricity for the Vehicles in the amounts, having the quality (wattage and frequency), and at the times required to charge the Vehicles consistent with the requirements of this Agreement. To the extent the Customer does not satisfy the covenants set forth in the preceding sentence and without limiting Provider's rights or remedies under the Agreement upon such non-satisfaction, Provider shall be excused from Provider's obligations under this Agreement, including, as applicable, achieving the Operational Date by the Anticipated Operational Date, and the Charger Uptime Guarantee, and any liability of Provider with respect to any obligation that is so excused hereby is waived and released by Customer.

10. **VOP and Annual Mileage Allowance; Excess Mileage Fees and Time of Use Fees**.

a. Notwithstanding any other provision of the Agreement, including the Terms and Conditions Section 9(a), to the contrary, Customer shall use reasonable efforts to operate each Vehicle only: (i) during the Vehicle Operation Period on Designated Routes and for Planned Excursions; (ii) so that the total miles of operation for the Vehicle in any Contract Year do not exceed the Annual Mileage Allowance; and (iii) so that the Vehicle does not travel beyond the Distance limitation; provided, however, that the failure of Customer to comply with the Vehicle operating requirements in such clauses shall not be a Default Event by Customer.

b. Notwithstanding any other provision of the Agreement, including the Terms and Conditions, to the contrary, no Time of Use Fees or Excess Mileage Fees shall accrue or be due or payable under this Agreement. However, if Customer fails to plug in a Vehicle when the Vehicle is not being operated to provide student transportation within the meaning of this Agreement, then Provider shall be excused from satisfying the Charger Uptime Guarantee for the two (2) School Days following such failure.

11. **EPA CSB Incentive**. Each of Customer and Provider will timely take such actions and will timely execute and deliver such documents as may be necessary or advisable, in Provider's reasonable judgment, to assure that the EPA CSB Incentive is paid to Provider in full as soon as possible after the Effective Date. Provider shall deliver to Customer the submissions to the EPA required to secure payment of the EPA CSB Incentive by the EPA. Upon receipt of all or any portion of the EPA CSB Incentive by the Customer, Customer will provide notice thereof to Provider (no later than three (3) days after receipt of funds) and will pay and tender the amount of the EPA CSB Incentive so paid to Customer, without offset or deduction (no later than five (5) days after receipt of funds), in fulfillment of the requirements of this Agreement and in compliance with the requirements of the EPA CSB Incentive program.

12. **Operational Date**. Following the Effective Date, Customer shall provide regular, bi-weekly updates to Provider about the status of Customer's procurement of the Vehicles, the timing of the delivery of the Vehicles to the Premises, and information about the operability of the Vehicles. It is a "**Condition Precedent**," within the meaning of Terms and Conditions Section 4(a), that, at least one week prior to the Anticipated Operational Date, the Vehicles shall have been delivered to the Premises and are fully operational to provide pupil transportation to Customer's students. If such Condition Precedent is not timely satisfied, the Parties shall have the rights, and shall be subject to the obligations set forth in Terms and

Conditions Section 4(a). Further, without limiting Provider's rights or remedies under the Agreement, if the Vehicles are not delivered to the Premises and operational, as contemplated by this Section, Provider shall be excused from Provider's obligation to achieve the Operational Date by the Anticipated Operational Date.

<<<End of Part 2, Exhibit 2C>>>