

# Network Services Terms of Service (Site Host Terms)

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These Elocity Network Services Terms of Service (the “Agreement”) are a binding contract between you (the “Site Host”) and Elocity Technologies Inc. (“Elocity”), an Ontario corporation extra-provincially registered in British Columbia. By clicking “I Accept,” signing an Order Form referencing these terms, or using the Network Services (including logging into the Elocity web application), you agree to this Agreement. If you accept on behalf of an entity, you represent that you have authority to bind it. This Agreement, together with any Order Forms, is the complete and exclusive agreement for the Network Services and prevails over any purchase order or other document except a written agreement signed by both parties.

## 1. Definitions

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“Site Host” — the owner, manager, condominium or strata corporation, municipality, utility, or other entity with lawful control of a property where EVSE is installed and authority to enter this Agreement. “Network Services” — Elocity’s cloud platform, charger management software, mobile applications, dashboards, billing tools, monitoring, analytics, APIs, and related connected services. “EVSE” — any EV charging station or associated equipment at the Site Host’s property that connects to the Network Services. “Authorized User” — anyone the Site Host authorises to use the Network Services, and Elocity personnel, contractors, Resellers, and partners requiring access for service delivery unless restricted by the Site Host in writing. “End User” — any individual who uses the EVSE or the Elocity mobile application. “Order Form” — a document executed by the Site Host and Elocity describing subscribed services, fees, and term. If no Order Form is executed but the Site Host uses the Network Services, an Order Form is deemed executed on the date use begins, on Elocity’s then-current standard terms and pricing notified to the Site Host, with a minimum subscription term of five (5) years. “Credits and Rewards” — environmental attributes, offsets, renewable energy or clean fuel credits, or similar benefits generated through EV charging activity. “Reseller” — an authorised partner providing the Network Services to the Site Host under a separate agreement. “Site Host Data” — data and settings provided by the Site Host or generated from EVSE operations, excluding End User data. “Confidential Information” — non-public business, technical, financial, or operational information disclosed by one party to the other that is marked confidential or that a reasonable person would treat as confidential.

## 2. Network Services; Site Host Responsibilities

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- 2.1** Provision. During the Term, Elocity will provide the Network Services to the Site Host and its Authorized Users. The Site Host must have a direct agreement with Elocity or a written agreement with an authorised Reseller. Network Services exclude hardware supply, hardware warranty, installation, electrical work, on-site services, and third-party products unless expressly stated in writing. Elocity may update or modify the Network Services and apply updates (including firmware and load-management algorithms) automatically, using reasonable efforts to minimise disruption.
- 2.2** End User billing. End Users must accept Elocity’s End User Terms before using EVSE. If the Site Host wants End Users billed for charging, it must instruct Elocity in writing; otherwise Elocity

invoices the Site Host directly. Where End User billing is enabled, Elocity bills at Site Host–approved pricing, collects, and remits to the Site Host minus applicable fees. The Site Host grants Elocity the exclusive right to bill End Users for EVSE usage through the Network Services and shall not bill End Users independently without Elocity’s written approval. If any third party collects charging revenue, Elocity is paid first from amounts collected, and the Site Host remains responsible for all amounts owed regardless of End User or third-party non-payment.

- 2.3** Site Host obligations. The Site Host shall, at its cost: (a) provide and maintain the EVSE, electrical infrastructure, and network connectivity required for the Network Services, ensuring compatibility with Elocity’s technical requirements; (b) accept automatic firmware and software updates; (c) use Elocity-supplied SIM cards only in approved EVSE; (d) secure its EVSE, networks, and accounts, remain responsible for all activity under its accounts, and notify Elocity immediately of unauthorised use; (e) not modify or tamper with EVSE or firmware – Elocity may remotely deactivate any EVSE posing a safety or network risk; (f) comply with all applicable laws, codes, permits, and utility requirements, and promptly provide information Elocity reasonably requests for legal or regulatory purposes; and (g) ensure its Authorized Users comply with this Agreement.
- 2.4** Condominium and strata Site Hosts. Where the Site Host is a condominium corporation, strata corporation, or similar body, it represents and warrants that its board or council has authority to enter this Agreement and that all notices, votes, and approvals required by applicable legislation (including the Condominium Act, 1998 (Ontario) and the Strata Property Act (British Columbia)) have been completed, and it will provide documentary evidence on request. Elocity is not a party to, and will not participate in, governance disputes between the Site Host and its owners, tenants, or board, including proceedings before the Condominium Authority Tribunal or Civil Resolution Tribunal; Elocity will cooperate with reasonable document requests at the Site Host’s expense.
- 2.5** Use restrictions. The Site Host shall not (and shall not permit any third party to): resell, sublicense, or provide unauthorised access to the Network Services; use them unlawfully; disrupt or probe their security; upload unlawful or harmful content; reverse-engineer, decompile, disassemble, copy, or create derivative works from any software or other component of the Network Services, except to the extent this restriction cannot lawfully be excluded; remove proprietary notices; or use the Network Services to develop or benchmark a competing product. Elocity may investigate suspected misuse and suspend or terminate access for violations.
- 2.6** Intellectual property. As between the parties, Elocity and its licensors exclusively own all right, title, and interest in and to the Network Services, including all software, firmware, algorithms, documentation, dashboards, APIs, user interfaces, and related intellectual property rights, and all modifications, enhancements, and derivative works of any of them. No rights or licences are granted to the Site Host except the limited right to use the Network Services expressly set out in this Agreement, and no right or licence is granted by implication, estoppel, or otherwise. The Site Host shall not, and shall not permit any third party to, contest or challenge, or assist any person in contesting or challenging, Elocity’s ownership of or rights in such intellectual property, or register or attempt to register any of it. If the Site Host or any Authorized User provides suggestions, feedback, or improvements regarding the Network Services, the Site Host irrevocably assigns to Elocity all right, title, and interest in that feedback, which Elocity may use for any purpose without restriction, attribution, or compensation.

### **3. Support; Suspension; Third-Party Products; Hardware**

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- 3.1** Support. Elocity will acknowledge Site Host inquiries within twenty-four (24) business hours and use commercially reasonable efforts to resolve promptly. Faster response commitments (including Elocity's 4–6 hour remote and 24–48-hour on-site service levels) apply only where the Site Host has purchased a paid support tier or signed a master services or maintenance agreement specifying them. End Users have access to Elocity support channels for Network Services and app issues. Issues caused by hardware, installation, site electrical conditions, or connectivity are outside Network Services support; external costs incurred at the Site Host's request are reimbursable.
- 3.2** Suspension. Elocity may suspend access (in whole or per-EVSE) for: scheduled maintenance; non-payment by the Site Host or its Reseller; breach of this Agreement; emergencies or security issues; force majeure; or legal or governmental requirement. Elocity will use reasonable efforts to give notice and restore access promptly.
- 3.3** Third-party products. Third-party products and services interoperating with the Network Services are provided by their vendors under their own terms. Elocity does not guarantee their availability, performance, security, or compatibility, and is not responsible for failures they cause except to the extent Elocity directly and materially caused the issue.
- 3.4** Hardware. All EVSE hardware warranties are provided solely by the manufacturer or installer under separate terms. This Agreement creates no hardware or infrastructure warranty, and Elocity has no liability for hardware warranty obligations.

## 4. Privacy and Data

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- 4.1** End User personal information. Elocity collects and processes End User personal information as described in its Privacy Policy and in compliance with PIPEDA, Quebec Law 25 where applicable, and provincial equivalents. Personal information of Canadian customers is stored and processed in Canada. Elocity may share limited End User data with the Site Host, which may use it only to support End Users, troubleshoot, and verify payments — not for marketing without the End User's informed consent and Elocity's written approval.
- 4.2** Site Host data-protection obligations. The Site Host shall: safeguard End User data in its possession with appropriate physical, technical, and administrative measures; limit access to personnel who need it and are bound by confidentiality; disclose it only as permitted by this Agreement, authorised by Elocity, required by law (with prompt notice to Elocity where lawful), or to the End User on request; and promptly notify Elocity of any privacy complaint, regulatory inquiry, or actual or suspected breach involving End User data, cooperating fully with investigation, mitigation, and required notifications. Elocity may request written compliance confirmation; on-site audits occur only if required by law or to investigate a suspected incident or material breach, on reasonable notice except in urgent cases.
- 4.3** Site Host Data licence. The Site Host retains ownership of Site Host Data and grants Elocity, its affiliates, contractors, sub-processors, and Resellers: (a) a worldwide, non-exclusive licence to use Site Host Data to provide, operate, improve, and support the Network Services during the Term; and (b) a perpetual, irrevocable licence to use Site Host Data in aggregated or anonymized form for analytics, benchmarking, grid research, and product improvement. On termination and written request, Elocity will delete or return Site Host Data except as retained for backup or legal compliance.

## 5. Credits and Rewards

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- 5.1** Elocity manages all registration, reporting, and verification required to claim Credits and Rewards. Unless otherwise agreed in a signed writing, Elocity exclusively owns all Credits and Rewards and associated proceeds, and the Site Host irrevocably assigns to Elocity the sole right to claim, register, verify, monetise, trade, and retain them, waiving any present or future entitlement. Elocity's pricing assumes this ownership. Any agreed revenue-share is set out in the Order Form.

## 6. Confidentiality

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- 6.1** Each party shall use the other's Confidential Information only to perform this Agreement, protect it with no less than reasonable care, and disclose it only to personnel, affiliates, contractors, and advisors who need it and are bound by confidentiality. Elocity may share Site Host Confidential Information with an applicable Reseller as needed to provide the Network Services. Compelled disclosures require prompt notice where lawful and are limited to what is legally required. Obligations last through the Term and five (5) years after; trade secrets are protected for as long as they remain trade secrets. On termination or request, each party returns or destroys the other's Confidential Information, except legally required or backup copies, which remain protected.

## 7. Fees; Payment; Term; Termination

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- 7.1** Fees and payment. Fees are set out in the Order Form, are non-refundable except as stated, and are exclusive of taxes; each party is responsible for its own taxes, and the Site Host pays all sales, use, value-added, GST/HST, and similar taxes arising from the Network Services, except for taxes based on Elocity's net income. The Site Host authorises Elocity to charge the payment method on file and to deduct unpaid amounts from EVSE usage fees collected on the Site Host's behalf. Remittances occur monthly or as agreed; if no frequency is agreed or banking information is missing, annually within thirty (30) days after year end. Undisputed late amounts accrue interest at 1.5% per month (or the maximum lawful rate) plus reasonable collection costs. Billing disputes must be raised in writing within ninety (90) days of the invoice or report, after which charges are deemed accepted; the foregoing does not bar correction of manifest error. Non-payment is a material breach; Elocity may suspend or terminate after fifteen (15) days' written notice without cure and may offset amounts owed against payments due to the Site Host.
- 7.2** Term. This Agreement starts on acceptance (the "Effective Date") and continues: (a) per the term in the signed Order Form; (b) if services are obtained through a Reseller, for the term of the Reseller arrangement; or (c) if no fixed term is agreed, for a five (5) year initial term beginning on the Effective Date. After the initial term, the Agreement renews for successive two (2) year terms unless either party gives at least ninety (90) days' written notice of non-renewal. A term agreed in a signed Order Form applies in place of the default.
- 7.2A** Acceptance by installation. If the Site Host has permitted the installation of chargers connected to the Network Services, this Agreement is deemed to apply from the date of installation, without further signature, unless and until Elocity receives written notice from the Site Host requiring removal of the chargers; this Agreement (including accrued payment obligations) continues to apply until the chargers are disconnected from the Network Services and removed, and fees accrued to that date remain payable.
- 7.2B** Decommissioning; recommissioning. If the Site Host (or, where applicable, an End User) no longer wishes to use an EVSE connected to the Network Services and wants it decommissioned

(taken off the Network Services), the Site Host must give Elocity at least thirty (30) days' prior written notice. The applicable monthly Network Services fee for that EVSE remains payable in full for any month in which the EVSE is connected to the Network Services for any part of the month, with no proration for partial months. Decommissioning takes effect at the end of the notice period (or such later date as the parties agree). If the Site Host or End User later wants a decommissioned EVSE reconnected to the Network Services, recommissioning is subject to a recommissioning fee as agreed between the parties (and, where the End User is the requesting party, as agreed between the End User and Elocity), in addition to any applicable Network Services fees from the date of reconnection.

- 7.3** Termination by the Site Host. The Site Host may terminate: (a) at the end of the then-current term by 90 days' notice; (b) for Elocity's uncured material breach (30 days' cure), with a pro-rata refund of prepaid fees for the unused period. Continued use after a termination notice keeps this Agreement (and fees) in effect until use fully ceases.
- 7.4** Termination by Elocity. Elocity may terminate: for the Site Host's uncured material breach (30 days; 15 days for payment per s.7.1); immediately on the Site Host's insolvency; immediately if the Site Host's Reseller arrangement ends or the Site Host defaults under it (Elocity may instead elect to continue serving the Site Host directly); if a critical third-party dependency ends or requires material change; or as required by law.
- 7.5** Effects; survival. On termination the Site Host ceases all use, returns or destroys Elocity Confidential Information and materials (including SIM cards), and pays all outstanding amounts; Elocity may disable access and notify End Users. Refunds: pro-rata for prepaid fees only where the Site Host terminated for Elocity's breach. Separate agreements (hardware purchase, maintenance) survive under their own terms. Sections 4–6, 7.1, 7.2A, 7.2B, 7.5, 8–10, and 12 survive, together with any provision that by its nature survives.

## 8. Representations; Disclaimers

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- 8.1** Site Host representations. The Site Host represents and warrants that: (a) it has all rights and consents to provide Site Host Data and any personal information to Elocity; (b) it will use End User data only as permitted by Section 4; (c) it and its Authorized Users will comply with all applicable laws (including electrical safety, privacy, and any rules governing resale of electricity or charging services); (d) it is not subject to sanctions or export restrictions; and (e) where s.2.4 applies, the governance representations are true.
- 8.2** Disclaimer. EXCEPT AS EXPRESSLY PROVIDED, THE NETWORK SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ELOCITY, ITS AFFILIATES, RESELLERS, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND, EXCEPT FOR ANY SERVICE-LEVEL OR AVAILABILITY COMMITMENT SET OUT IN AN ORDER FORM OR SERVICE-LEVEL SCHEDULE, DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION. ALL EVSE HARDWARE WARRANTIES ARE PROVIDED SOLELY BY THE MANUFACTURER OR INSTALLER.

## 9. Indemnification

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- 9.1** By the Site Host. The Site Host shall indemnify, defend, and hold harmless Elocity, its affiliates, Resellers, and their personnel against third-party claims and resulting losses (including reasonable legal fees) arising from: Site Host Data or content (including any claim that Site Host

Data or content infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right); the Site Host's breach of this Agreement or law; taxes for which the Site Host is responsible; bodily injury, death, or property damage caused by the negligence, wilful misconduct, or unlawful acts of the Site Host or its personnel (including in connection with EVSE installation, operation, or site conditions), except to the extent caused by Elocity; and unauthorised use of the Network Services. Elocity will give prompt notice, allow the Site Host to control the defence (no settlement binding Elocity without consent), and cooperate at the Site Host's expense.

- 9.2** By Elocity. Elocity shall defend and indemnify the Site Host against third-party claims that the Network Services (excluding Site Host Data) infringe intellectual property rights, paying amounts finally awarded against the Site Host or agreed in settlement by Elocity, together with the Site Host's reasonable legal fees and costs incurred in the defence, except where the claim arises from modifications not made by Elocity, combination with non-Elocity products, the Site Host's specifications, or failure to apply an update that would have avoided the claim. Elocity shall also indemnify, defend, and hold harmless the Site Host, its affiliates, and their personnel against third-party claims and resulting losses (including reasonable legal fees) for bodily injury, death, or property damage caused by the negligence, wilful misconduct, or unlawful acts of Elocity or its personnel, except to the extent caused by the Site Host. If a claim is likely to succeed, Elocity may procure usage rights, modify the services, or terminate with a refund of prepaid fees for the unused period. This Section 9.2 is the Site Host's sole and exclusive remedy for IP infringement claims. Amounts payable by Elocity under this Section 9.2 are subject to Section 10, except that they shall not be limited to less than the fees paid by the Site Host in the twelve (12) months preceding the claim.

## 10. Limitation of Liability

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- 10.1** NEITHER PARTY (NOR ITS AFFILIATES, RESELLERS, OR LICENSORS) IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOSS OF PROFITS, REVENUE, BUSINESS, DATA, OR GOODWILL, ON ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 10.2** Except for a party's indemnification obligations and the Site Host's payment obligations, the total cumulative liability of each party (and, in Elocity's case, its affiliates, suppliers, and licensors) under this Agreement shall not exceed the fees actually paid to and retained by Elocity for the Network Services in the twelve (12) months preceding the event giving rise to the claim. Multiple claims do not enlarge this limit. This Section applies notwithstanding any other provision.
- 10.3** Elocity's third-party technology providers, Resellers, and distributors are intended third-party beneficiaries of this Section 10 and have no liability to the Site Host; the Site Host's sole remedy for Network Services claims is against Elocity.
- 10.4** Nothing limits liability for death or personal injury caused by a party's negligence, fraud or wilful misconduct, the Site Host's indemnification, payment, confidentiality, or data-protection obligations, or any liability that cannot lawfully be limited. The parties acknowledge that pricing reflects this allocation of risk.

## 11. Power Management

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- 11.1** The Network Services may include dynamic load management, demand response, peak-shaving, and grid-signal response (“Power Management”), which allocate available electrical capacity among connected EVs in real time and may adjust, limit, delay, or prioritise charging based on capacity, constraints, grid or utility signals, Site Host preferences, or safety requirements. Elocity does not guarantee any minimum charging rate or specific charging outcome, may make automated and remote adjustments (including algorithm updates) for safety, compliance, or to prevent overload, and is not responsible for the accuracy or availability of third-party signals.
- 11.2** The Site Host shall ensure its electrical infrastructure meets applicable capacity and safety requirements, provide accurate and current information on available capacity and constraints, not override Power Management settings without Elocity’s written approval, and promptly notify Elocity of electrical configuration changes. Elocity is not liable for delayed or reduced charging or related losses resulting from Power Management except to the extent caused solely by Elocity’s gross negligence or wilful misconduct.

## 12. General

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- 12.1** Changes. Elocity may update this Agreement; material changes take effect thirty (30) days after notice (posted terms, dashboard, or email) for all Site Hosts. If the Site Host does not agree, it may terminate under s.7.3 before the effective date without penalty (including without any early-termination or convenience charge), in which case Elocity will refund prepaid fees for the unused period; continued use constitutes acceptance.
- 12.2** Insurance. Each party shall maintain commercially reasonable insurance appropriate to its obligations. On request, the Site Host shall provide evidence of commercial general liability insurance of not less than CAD \$2,000,000 per occurrence and property insurance covering its EVSE and site.
- 12.3** Relationship; assignment. The parties are independent contractors. The Site Host may not assign this Agreement without Elocity’s consent, except to a successor in a merger or sale of substantially all assets that assumes all obligations; Elocity may assign in connection with a merger, acquisition, reorganisation, financing, or sale without consent.
- 12.4** Force majeure. Neither party is liable for failure or delay (other than payment) caused by events beyond its reasonable control, including natural disasters, war, terrorism, strikes, pandemics, government action, utility or grid failures, cyber-attacks, and third-party service failures, with prompt notice and reasonable mitigation.
- 12.5** Notices. Notices must be in writing.
- Notices to Elocity: Elocity Technologies Inc., Attention: Office of the CEO — Legal, Unit 23A, 156 Duncan Mill Road, North York, Ontario M3B 3N2, Canada; email: [legal@elocitytech.com](mailto:legal@elocitytech.com).
- Delivery by courier or certified mail is deemed given on receipt or refusal; email or dashboard notice is effective if receipt is acknowledged.
- Notices to the Site Host: the contact and address on the Order Form or the Site Host’s account profile or, failing both, its registered office. Delivery by courier or certified mail is deemed given on receipt or refusal; email or dashboard notice is effective if receipt is acknowledged. Either party may update its notice address by notice under this Section.
- 12.6** Governing law; dispute resolution. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, regardless of the Site Host’s location. The parties attorn to the exclusive jurisdiction of the courts located in Toronto, Ontario, except that Elocity may, at its sole option before any court proceeding begins, elect arbitration under

the Canadian Arbitration Rules of the ADR Institute of Canada (seat Toronto, English, one arbitrator), and either party may seek injunctive relief in the courts of the place where the EVSE is located to preserve the status quo in respect of the real property.

**12.7** Entire agreement; waiver; severability; counterparts. This Agreement (with incorporated Order Forms and policies) is the entire agreement and supersedes prior understandings. Waivers must be written and signed. Invalid provisions are amended to the minimum extent necessary; the remainder stands. Execution in counterparts, including electronic, is permitted.

Execution. This Agreement takes effect on click-acceptance, signature of an Order Form referencing it, or use of the Network Services. Where the parties also execute it in writing:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ELOCITY TECHNOLOGIES INC.**

By: \_\_\_\_\_

Name: Sanjeev Singh

Title: Chief Executive Officer

*Authorised signing officer*

**SITE HOST: [LEGAL NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*I have authority to bind the Site Host*