

ORIGINAL

CHARGEPOINT™

MASTER SERVICES SUBSCRIPTION AGREEMENT

This Master Services Subscription Agreement is entered into by and between Coulomb Technologies, Inc., a Delaware corporation ("CTI") and the City of San José, a municipal corporation of the State of California ("Subscriber") on the date executed by Subscriber.

IMPORTANT: PLEASE READ THIS MASTER SERVICES SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY.

THIS AGREEMENT GOVERNS REGISTRATION OF YOUR CHARGING STATION ON THE CHARGEPOINT™ NETWORK AND ACTIVATION OF CHARGEPOINT™ NETWORK SERVICES. SUBSCRIBING FOR A CHARGEPOINT™ NETWORK SERVICE CONSTITUTES ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IS BINDING ON YOU AND THE BUSINESS ENTITY YOU REPRESENT (COLLECTIVELY, "SUBSCRIBER" OR "YOU"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS; IF NOT, YOU MAY NOT ENTER INTO THIS AGREEMENT AND MAY NOT USE THE CHARGEPOINT™ SERVICES.

YOU MAY NOT ACCESS THE CHARGEPOINT™ SERVICES IF YOU ARE A DIRECT COMPETITOR OF CTI EXCEPT WITH CTI'S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE CHARGEPOINT™ SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSE.

I. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

I.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means director indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

I.2 "ChargePass™ RFID Card" means a CTI provisioned radio-frequency identification card issued to a ChargePass™ Account Holder which permits a User of such card access to the ChargePoint™ Network for the delivery of Subscriber-provided services and the ChargePass™ Account Holder to use the ChargePoint™ Network to manage their ChargePass™ Account.

I.3 "ChargePass™ Account" means an account registered with CTI that permits a User to prepay for access to Networked Charging Stations utilizing a ChargePass™ RFID Card.

I.4 "ChargePass™ Account Holder" means a User who has registered with the Network Operator and created a ChargePass™ Account.

I.5 "ChargePoint™ Network" means the Network Operator provisioned software, firmware, hardware (excluding Charging Stations owned and registered by Subscribers) and services for Subscribers and Users that, among other things, provision, manage, and allow access to Networked Charging Stations by ChargePass™ Account Holders via the RFID Card and by other Users via the utilization of contactless RFID embedded credit cards, or authorized credit or electronic debit card transactions and permit Subscribers to register, activate, monitor and operate Charging Stations.

1.6 "ChargePoint™ Network Standard Service" means the bundled group of ChargePoint™ Services that assist in the basic operation of the Networked Charging Stations, including the (i) ability to remotely access and operate the Charging Station on the internet, (ii) flex billing services for the Charging Station, (iii) data and information transmission from the Charging Station to the ChargePoint Network, and (iv) maintenance, technical support, and upgrades of the applicable network, software, and applications. The ChargePoint™ Network Standard Service is required to be subscribed to by Subscriber in order to register and activate a Charging Station on the ChargePoint™ Network.

1.7 "ChargePoint™ Services" means the ChargePoint™ Network support services and ChargePoint™ software applications, as such may be introduced and made available to Subscribers by the Network Operator from time to time, which provide network support and functionalities for Users and Subscribers and allow Subscribers, among other things, to monitor and control Networked Charging Stations. ChargePoint™ Services, including, but not limited to, the ChargePoint™ Network Standard Service, are made available for subscription by Subscribers pursuant to Purchase Orders entered into between Subscriber and CTI.

1.8 "Charging Session" has the same definition as "Session" set forth below.

1.9 "Charging Station" means the electric vehicle charging station(s) installed by Subscriber at the Subscriber Location(s), either manufactured by CTI or by another entity, which have embedded within them CTI proprietary hardware and firmware, enabling Subscriber to register and activate such charging stations on the ChargePoint™ Network. A charging station may be designated by a Subscriber as a Commercial Charging Station or a Free Charging Station, a Public Charging Station or a Private Charging Station and such designations may be changed at any time with respect to any Networked Charging Station(s) utilizing the ChargePoint™ Network Standard Service.

1.10 "Commercial Charging Station" means a Charging Station that is designated by the Subscriber as one where Users must pay a Session Fee for access to the Charging Station.

1.11 "CTI" means Coulomb Technologies, Inc., a Delaware corporation.

1.12 "CTI Marks" means the various trademarks, service marks, names and designations used in connection with the CTI manufactured Charging Stations and/or the ChargePoint™ Network, including, without limitation, ChargePoint™ and ChargePass™.

1.13 "CTI Intellectual Property" means all intellectual property of CTI relating to the CTI Marks, the ChargePoint™ Network, the ChargePoint™ Services, ChargePass™, ChargePass™ RFID Cards, ChargePass™ Accounts and all other Intellectual Property Rights of CTI.

1.14 "Documentation" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint™ Services and/or the ChargePoint™ Network and made available by the Network Operator to Subscribers and/or Users in any manner (including on-line).

1.15 "Free Charging Station" means a Charging Station that is designated by the Subscriber as one where Users do not pay a Session Fee for access to the Charging Station.

1.16 "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.17 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, malware, spyware, files, scripts, agents or programs.

1.18 "Net Session Fees" means all Session Fees actually collected on behalf of the Subscriber from Users by Network Operator for use of Networked Charging Stations less Session Authorization Fees and Session Processing Fees, as well as any Taxes and Regulatory Charges, if any, required by law to be collected by CTI from Users in connection with the use of Networked Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Networked Charging Stations.

1.19 "Networked Charging Station" means a Charging Station for which a Subscriber has subscribed for the ChargePoint™ Network Standard Service and registered and activated such Charging Station on the ChargePoint™ Network.

1.20 "Network Operator" means the entity responsible for provisioning, managing and maintaining the ChargePoint™ Network and offering ChargePoint Services. CTI is the Network Operator in North America but is permitted at any time to assign its rights and obligations as Network Operator under this Agreement to another entity pursuant to Section 15 of this Agreement.

1.21 "Network Web Portal" means any of the secure Internet web portals established and maintained by the Network Operator which will allow (i) Subscriber through its Subscriber Accounts to access ChargePoint™ Services for the management and control of Subscriber's Networked Charging Stations and (ii) ChargePass™ Account Holders through their respective ChargePass™ Accounts to track their use of Networked Charging Stations, replenish ChargePass™ RFID Cards and otherwise manage their ChargePass™ Account.

1.22 "Party" means the Network Operator and Subscriber.

1.23 "Private Charging Station" means a Charging Station for which access by the general public is restricted (e.g., a Charging Station located in a private parking facility or restricted corporate campus).

1.24 "Public Charging Station" means a Charging Station that is accessible by any User subject only to stated hours of operation.

1.25 "Purchase Order" means the separate ChargePoint America Station Award Agreement entered into between Subscriber and CTI for the subscription of ChargePoint™ Services the terms of which are incorporated herein by reference.

1.26 "Purchased ChargePoint™ Services" means those ChargePoint™ Services made available by the Network Operator and for which a Subscription has been purchased by Subscriber with respect to any of Subscriber's Networked Charging Stations during the Subscription Term.

1.27 "Regulatory Charges" is defined in Section 4.6 (Taxes and Regulatory Charges).

1.28 "Session" or "Charging Session" means a continuous period of time measuring not less than five (5) minutes commencing when a User has accessed a Networked Charging Station and the delivery of Subscriber provided services has been initiated and terminating upon the cessation by such User of the Subscriber provided services.

1.29 "Session Authorization Fees" means the fees payable by the Subscriber to the Network Operator to pre-authorize a Charging Session at a Commercial Networked Charging Station.

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

1.31 "Session Processing Fees" means the fees charged by the Network Operator for the management, collection and processing of Session Fees on behalf of Subscriber and the remittance of Net Session Fees to Subscribers.

1.32 "Session Transaction Fees" means the complete set of fees, session authorization fees and session processing fees, charged by the Network Operator to the Subscriber for collection of User Session Fees on behalf of the Subscriber, as well as any applicable Taxes and Regulatory Charges.

1.33 "Software Application" means computer programs, including firmware, as provided or otherwise made available to Subscriber by the Network Operator, or its distributors or other authorized representatives, as embedded in or downloaded by Subscriber to the Subscriber's Charging Stations, related products and any Upgrades.

1.34 "Subscriber" is an owner of one or more Charging Stations for which Subscriber has purchased Subscriptions for ChargePoint™ Services and registered with and activated on the ChargePoint™ Network.

1.35 "Subscriber Account" means an account established by a Subscriber.

1.36 "Subscriber Location(s)" means the physical locations where Subscriber has installed Networked Charging Stations registered with the ChargePoint™ Network.

1.37 "Subscription" means a subscription for ChargePoint™ Services purchased by a Subscriber.

1.38 "Subscription Fees" means the fees payable by Subscriber to the Network Operator for subscribing to any of the ChargePoint™ Services.

1.39 "Subscription Term" means the Term for which Subscriber has purchased a Subscription for Purchased ChargePoint™ Services for a Networked Charging Station.

1.40 "Taxes" is defined in Section 4.6 (Taxes and Regulatory Charges).

1.41 "Upgrades" means any authorized upgrades, updates, bug fixes or modified versions of Software Applications furnished by the Network Operator.

1.42 "Users" means any person using Networked Charging Stations including, without limitation, ChargePass™ Account Holders.

1.43 "You" or "Your" means the company or other legal entity for which you are accepting this Agreement and the Affiliates of that company or entity.

2. CTI'S RESPONSIBILITIES AND AGREEMENTS.

2.1 NETWORK OPERATION. The Network Operator shall be solely responsible for: (i) Provisioning and Operating the ChargePoint™ Network – provisioning and operating, maintaining, administrating and supporting the ChargePoint™ Network infrastructure, including the transmission of any data or information from the Charging Stations to the ChargePoint Network (provided that, for these purposes, the term ChargePoint™ Network Infrastructure does not include Subscribers' Charging Stations or any infrastructure of any third-party provider of data transmissions services employed by CTI for the purpose of transmitting data from Networked Charging Stations to any ChargePoint™ Network operations center); (ii) Provisioning and Operating Network Web Portals – provisioning and operating, maintaining, administration and support of the Network Web Portals; (iii) User Acquisition, Administration and Support - acquisition and registration of new ChargePass™ Account Holders, administration and support of ChargePass™ Accounts and provisioning the

support services for Users embodied in the ChargePoint™ Services, and (iv) Data Protection – using commercially reasonable efforts to comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining or relating to the collection, use, distribution, export or import of data, products, services and/or technical data whether such information or data relates to either the Subscriber or Users in connection with the ChargePoint™ Network and Network Web Portals, including (x) implementing reasonable security mechanism to backup and maintain the integrity of any credit card information, debit card information, contact information, or other data and information collected, submitted, received, or generated as part of the ChargePoint Network, Network Web Portals, or under this Agreement; (y) implementing reasonable measures to protect against unauthorized access or use of any data or information collected, submitted, received, or generated as part of the ChargePoint Network, Network Web Portals, or under this Agreement; and (z) not using any personally identifying data or information collected, submitted, received, or generated as part of the ChargePoint Network, Network Web Portals, or under this Agreement solely for any improper purpose.

(a) Network Operator represents and warrants that it is implementing a program to ensure that the ChargePoint Network, Network Web Portals, as well as any applicable network/services under this Agreement shall be secured and certified to meet the security standard established by the PCI Security Standards Council, entitled “Payment Card Industry Data Security Standard” (“PCI-DSS”), as set forth online at <https://www.pcisecuritystandards.org/>, and as may be amended by the PCI Security Standards Council from time to time. All system shall be audited by an independent third party on a yearly basis and scanned by an independent third party on a quarterly basis, to ensure the ChargePoint Network and Network Web Portals and applicable network/services are and continue to satisfy the PCI-DSS security standards. The audit, at a minimum, shall scan for all known methods used by hackers to access private information, vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices.

(b) Network Operator represents and warrants that it is implementing a program to ensure that the software applications it provides for the purpose of performing ChargePoint Network Standard Services and/or any services under this Agreement related to processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards established by the PCI Security Standards Council, entitled “Payment Application Data Security Standards” (“PA-DSS”), as set forth online at <https://www.pcisecuritystandards.org/>, and as may be amended from time to time. Network Operator acknowledges and agrees to provide evidence that any such application it provides is certified in compliance with the PA-DSS standards and agrees to continue to maintain that certification as may be required from time to time.

(c) Network Operator agrees promptly to provide, from time to time at the reasonable request of Subscriber, current evidence, in form and substance reasonably satisfactory to Subscriber, of compliance with these data security standards identified in this Section 2, which has been properly certified by an authority recognized by the payment card industry for that purpose.

(d) If during the term of this Agreement, Network Operator undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it shall promptly notify Subscriber of such circumstances.

(e) Failure by Network Operator to comply with any provision of this Section 2 shall constitute a material breach of this Agreement and authorize Subscriber to terminate this Agreement pursuant to Section 8.4.

2.2 PURCHASED CHARGEPOINT™ SERVICES. The Network Operator shall make the Purchased ChargePoint™ Services available to Subscriber pursuant to this Agreement and the applicable Purchase Orders for each Networked Charging Station during the Subscription Term. The Network Operator represents and warrants that: (i) Authority -- it has the power and authority to enter into and be bound by this Agreement, (ii) Performance of ChargePoint™ Services -- the ChargePoint™ Services shall perform materially in accordance with the Documentation and this Agreement, (iii) Support for Purchased ChargePoint™ Services -- it will provide all support for Purchased ChargePoint™ Services and technical support and maintenance for all Software Applications as set forth in the Documentation, including, without limitation, Upgrades, (iv) Continuity of Purchased ChargePoint™ Services -- It will use commercially reasonable efforts to make the Purchased ChargePoint™ Services available 24 hours a day, 7 days a week, 365 days per year, except for planned downtime (of which Subscriber shall be given not less than eight (8) hours prior notice via electronic messaging to the email address for notices specified in each Subscriber Account), (v) No Decrease in Functionality of ChargePoint™ Services -- subject to Section 2.3(vi), the functionality of the ChargePoint™ Services shall not materially decrease during the Subscription Term, (vi) Malicious Code -- it will use commercially reasonable efforts to ensure that it does not transmit to Subscriber any Malicious Code (excepting Malicious Code transmitted to CTI or the Network Operator by Subscriber or its Affiliates), and (vii) Compliance with Laws -- comply with all applicable rules, regulations, ordinances, and laws of the United States and all other governmental entities governing, restricting, or otherwise pertaining or relating to the purchased Chargepoint Services and any services provided under this Agreement.

2.3 LIMITATIONS ON RESPONSIBILITY. Neither CTI, its distributors nor its other authorized representatives nor the Network Operator shall be responsible for, or makes any representation or warranty to Subscriber with respect to the following: (i) Competing Subscriber Locations -- specific location(s) or number of Networked Charging Stations now, or in the future, owned, operated and/or installed by Subscribers other than Subscriber, or the total number of Networked Charging Stations that comprise the ChargePoint™ Network; (ii) Electrical Service Interruptions -- continuous availability of electrical service to any Networked Charging Stations; (iii) Cellular and Internet Service Interruptions -- continuous availability of any wireless or cellular communications network or Internet service provider network not operated by CTI or the Network Operator; (iv) Network Intrusions -- availability of or interruption of the ChargePoint™ Network attributable to unauthorized intrusions; (v) Unregistered Charging Stations -- Charging Stations that are not registered and activated with the ChargePoint™ Network, and (vi) Google™ Services -- the continued availability of any Google™ services incorporated for use with the ChargePoint™ Services; provided that, if Google™ ceases to make the Google™ Application Programming Interface ("API") or any similar program available on reasonable terms for the ChargePoint™ Services, the Network Operator shall make commercially reasonable efforts to replace the Google™ API or such similar program with products providing similar functionalities if such products are available upon terms which the Network Operator, in its reasonable discretion, believes are commercially reasonable; and provided further that, if Google™ ceases to make the Google™ API or similar program available, or available on reasonable terms for the ChargePoint™ Services, the Network Operator may cease providing such features without entitling Subscriber to any refund, credit or other compensation.

2.4 None.

3. SUBSCRIBER RESPONSIBILITIES AND AGREEMENTS

3.1 GENERAL. Subscriber shall be solely responsible for: (i) Installation of Charging Stations and/or Related Electrical Vehicle Charging Products -- the purchase and installation of Subscriber's Charging Stations and other electrical vehicle charging products shall be at Subscriber's sole cost and expense; (ii) Registration and Activation of Charging Stations with the ChargePoint™ Network -- registration with and activation of Subscriber's Charging Stations on the ChargePoint™ Network through a Network Web Portal, including, without limitation, keeping

current Subscriber's contact information, email address for the receipt of notices hereunder, billing address for invoices and payment of Subscriber's Net Session Fees due under this Agreement; (iii) Pricing and Access -- setting the pricing (including all applicable Taxes and Regulatory Charges) for any Subscriber provided services accessed by Users through Networked Charging Stations that are designated Commercial Charging Stations and any conditions limiting access thereof, (iv) Update of Registration of Charging Stations -- if a Networked Charging Station is moved from its registered location Subscriber shall update the registration location of the Networked Charging Station on the appropriate Network Web Portal within five (5) business days of making any change in the Subscriber Location(s); (v) Public Access Level -- designation of each Networked Charging Station as either a Public Charging Station or a Private Charging Station; (vi) Commercialization -- designation of each Networked Charging Station as either a Commercial Charging Station or a Free Charging Station; (vii) Maintenance, Service and Repair of Networked Charging Stations -- the maintenance, service, repair and/or replacement of Subscriber's Networked Charging Stations as needed after the warranty period, including deactivation of Networked Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber within ten (10) business days from the ChargePoint™ Network; and (viii) Compliance with Laws -- operating and maintaining the Subscriber's Networked Charging Stations in a manner that complies with all applicable laws.

3.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CTI, the Network Operator, their respective distributors and other authorized representatives that: (i) Authority -- Subscriber has the power and authority to enter into and be bound by this Agreement and to install the Charging Stations and any other electrical vehicle charging products to be registered and activated on the ChargePoint™ Network at the Subscriber Location(s); (ii) Installation of Charging Stations Will Not Violate Any Other Agreements or Laws -- Subscriber will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way. Subscriber will observe all legal requirements with respect to vehicle clearances from intersections, points of ingress or egress and public infrastructure such as fire hydrants, lampposts, parking meters, and will otherwise observe all applicable governmental restrictions or restrictions applicable to the Subscriber Locations under any other agreements to which Subscriber is subject; and (iii) Compliance Laws -- Subscriber will comply with all applicable laws.

3.3 FURTHER AGREEMENTS OF SUBSCRIBER MADE IN CONNECTION WITH REGISTRATION OF CHARGING STATIONS ON THE CHARGEPOINT™ NETWORK AND USE OF CHARGEPOINT™ SERVICES. Subscriber further acknowledges and agrees with the Network Operator, CTI, and their respective distributors and authorized representatives, as applicable, as follows: (i) Display of CTI Marks -- Subscriber will not remove, conceal or cover the CTI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations for so long as such Charging Stations are Networked Charging Stations; (ii) Use of Network Web Portals -- Subscriber shall comply with all of the rules, regulations and policies of the Network Operator, as well as other networks and computer systems used to access Network Web Portals; (iii) Use of the ChargePoint™ Network and ChargePoint™ Services -- Subscriber shall be responsible for use of the ChargePoint™ Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to Purchased ChargePoint™ Services, (B) use the Purchased ChargePoint™ Services only in accordance with the Documentation and applicable laws and government regulation, (C) shall not sell, resell, rent or lease the Purchased ChargePoint™ Services, (D) shall not interfere with or disrupt the integrity of the ChargePoint™ Network, the ChargePoint™ Services or any third party data contained therein, and (E) shall not attempt to gain unauthorized access to the ChargePoint™ Network or the ChargePoint™ Services or their related systems or networks; (iv) Future ChargePoint™ Services -- Purchase Orders are not contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments anticipating future functionality or features; (v) Ownership of Data -- All data collected and generated in connection with the operation of the

ChargePoint™ Network shall be owned by CTI and the Network Operator and Subscriber acknowledges and agrees that Subscriber shall have no right of access or the use of such data for any purpose other than the management of Subscriber's Networked Charging Stations while registered with the ChargePoint™ Network; provided that Subscriber shall have access to all data and information collected, submitted, received, or generated in connection with the operation of the ChargePoint Network for the Charging Stations during the term of this Agreement through the Network Web Portals, including (i) transaction reports of daily activities and transactions, (ii) summary reports of monthly activities and transactions, and (iii) other data information accessible to Subscriber on the Network Web Portals. CTI agrees and acknowledges that all documents collected, submitted, received, or generated in connection to this Agreement may be a public record under the California Public Records Act (Cal. Government Code Section 6250, et seq.) and may be required to be disclosed as required by law.

4. FEES AND PAYMENT FOR PURCHASED CHARGEPOINT™ SERVICES.

4.1 SUBSCRIPTION FEES. Subscriber shall pay the Subscription Fees set forth on any Purchase Order for Purchased ChargePoint™ Services. Except as otherwise specified herein or in any Purchase Order, (i) Subscription Fees are quoted in and payable in U.S. Dollars, (ii) Subscription Fees are based on ChargePoint™ Services purchased and not on actual usage, (iii) payment obligations are noncancelable and are non-refundable, and (iv) Subscriptions are non-transferable (provided, that any Subscription may be transferred to a Charging Station that is purchased by Subscriber to replace a previously Networked Charging Station): Subscription Fees are based on annual periods that beg in on the date of the Subscription start date and end each annual anniversary thereafter.

4.2 INVOICING AND PAYMENT. Subscriber shall provide the Network Operator with valid and up to date credit card information if Subscriber is subscribing for ChargePoint™ Services online through the applicable Network Web Portal. In all other cases, payment of Subscription Fees shall be made under the terms of any accepted Purchase Order pursuant to a method of payment reasonably acceptable to the Network Operator. Where Subscriber provides credit card information to the Network Operator through such Network Web Portal for the payment of Subscription Fees, Subscriber hereby authorizes the Network Operator to charge such credit card for all Purchased ChargePoint™ Services for the initial Subscription Term. All credit card charges shall be made in advance, either annually or in accordance with the terms of the accepted Purchase Order. If the Purchase Order specifies that payment shall be made by a method other than credit card, the Network Operator, its distributors or authorized representatives, as applicable, shall invoice Subscriber in advance in accordance with the accepted Purchase Order.

4.3 None.

4.4 ACCELERATION AND SUSPENSION OF CHARGEPOINT™ SERVICES. If any amount owing by Subscriber under this Agreement for Subscription Fees for Purchased ChargePoint™ Services or under any other agreement between the Network Operator and Subscriber is more than thirty (30) days overdue (or, in the event that Subscriber has authorized the Network Operator to charge the amount owing to Subscriber's credit card and payment under such credit card has been declined, more than 5 days has passed since Subscriber has received notice from the Network Operator of such event), the Network Operator may, without otherwise limiting the Network Operator's rights or remedies, accelerate Subscriber's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the use by Subscriber of the Purchased ChargePoint™ Services until such amounts are paid in full.

4.5 PAYMENT DISPUTES. The Network Operator shall not exercise its rights under Section 4.3 (Overdue Subscription Fees) or Section 4.4 (Acceleration and Suspension of ChargePoint™ Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

4.6 TAXES AND REGULATORY CHARGES. Unless required by law or otherwise stated herein, Session Authorization Fees and Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). Subscriber is responsible for the payment of all Taxes and Regulatory Charges hereunder in connection with Purchased ChargePoint™ Services, Session Fees, Session Authorization Fees and Session Processing Fees; provided, that the Network Operator is solely responsible for all Taxes and Regulatory Charges assessable based on the Network Operator's income, property and employees. Where the Network Operator is required by law to collect and/or remit the Taxes or Regulatory Charges for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber in accordance with this Section 4 and deducted by the Network Operator from Session Fees, unless Subscriber has otherwise provided the Network Operator with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

5. FLEX-BILLING SERVICE FOR NETWORKED CHARGING STATIONS.

5.1 SESSION FEES. Subscriber shall have sole authority to determine and set in real-time a User's Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Subscriber's Networked Charging Stations that are designated as Commercial Charging Stations.

5.2 SESSION TRANSACTION FEES. In exchange for the Network Operator collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes the Network Operator to deduct from all Session Fees collected: (i) a Session Authorization Fee, and (ii) a Session Processing Fee, each in the amount and subject to the terms and conditions as set forth in Schedule 1.

5.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. The Network Operator shall remit to Subscriber not more than thirty (30) days after the end of each calendar month to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal all Net Session Fees.

5.5 None.

5.6 All inquires, questions, complaints, and disputes arising from or in relation to any fees collected by the Network Operator under this Section 5 of this Agreement shall be the sole responsibility of CTI to resolve to the reasonable satisfaction of Subscriber.

6. PROPRIETARY RIGHTS.

6.1 RESERVATION OF RIGHTS. Subject to the limited rights granted expressly hereunder, CTI reserves all right, title and interest in and to the ChargePoint™ Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. CTI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint™ Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscribers or Users relating to the ChargePoint™ Services.

6.2 RESTRICTIONS ON USE. Neither Subscriber nor any of its Affiliates shall: (i) permit any third party to access the ChargePoint™ Services except as otherwise expressly provided herein or in any Purchase Order, (ii) create derivative works based on the ChargePoint™ Services, (iii) copy, frame or mirror any part or content of the ChargePoint™ Services, other than copying or framing on Subscribers own intranets or otherwise for Subscriber's own internal business purposes, (iv) reverse engineer any Charging Station or Software Application, or (v) access the ChargePoint™ Network, any Network Web Portal or the ChargePoint™ Services in order to (A) build a

competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any Network Web Portal or the ChargePoint™ Services.

6.3 GRANT OF LIMITED LICENSE FOR CTI MARKS.

(a) LICENSE GRANT. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the CTI Marks during the Term of this Agreement in connection with the Networked Charging Stations installed by Subscriber. Subscriber warrants that it shall not use any of the CTI Marks for any products other than the Networked Charging Stations at the Subscriber Locations(s). CTI may provide trademark usage guidelines with respect to Subscriber's use of the CTI Marks which will be made available on a Network Web Portal, in which case Subscriber thereafter must comply with such guidelines. If no such guidelines are provided, then for each initial use of the CTI Mark, Subscriber must obtain CTI's prior written consent unless the use is already specified herein, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CTI Mark in the approved manner. The CTI Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) NO REGISTRATION OF CTI MARKS BY SUBSCRIBER. Neither Subscriber nor any of its Affiliates will take any action, directly or indirectly, to register or apply for or cause to be registered or applied in Subscriber's favor or in the favor of any third party any CTI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a patent, trademark, service mark, copyright, trade name or registered design of CTI or the Network Operator, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CTI or the Network Operator.

(c) USE OF CTI MARKS BY SUBSCRIBER ON INTERNET. Subscriber shall be entitled to use the CTI Marks to promote the ChargePoint Network™ on Subscriber-owned websites and through the Internet advertising of Subscriber and its Affiliates, provided, that Subscriber is limited to using the CTI Marks in connection with the Internet as follows: (i) Compliance with Law -- the use must be in compliance with local rules regarding advertising of the Networked Charging Stations and the ChargePoint™ Network on the Internet; (ii) No Domain Name -- no license is granted to use or register any domain name containing "CTI", the name of the Network Operator or the CTI Marks; and (iii) Notice of License -- Subscriber and its Affiliates, as applicable, will at all times indicate that each of the CTI Marks is a mark of CTI and used under license, as appropriate.

(d) TERMINATION AND CESSATION OF USE OF CTI MARKS. Upon termination of this Agreement Subscriber and its Affiliates will immediately discontinue all use and display of the name "CTI", the name of the Network Operator and the CTI Marks.

6.4 FEDERAL GOVERNMENT END USER PROVISIONS. CTI provides the ChargePoint™ Services, including Software Applications and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the ChargePoint™ Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 11.211 (Technical Data) and FAR 11.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial items) and DFAR 226.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with CTI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable Purchase order, contract or other agreement.

7. INDEMNIFICATION

7.1 INDEMNIFICATION OF SUBSCRIBER BY CTI.

Provided that CTI has sole control of such defense and/or settlement and Subscriber does not take a position adverse to CTI, to the fullest extent permitted by law, CTI shall defend, indemnify and hold harmless Subscriber, its officers, employees and agents against any notices, claims, losses, suits, proceedings or liability ("Claim") brought by a third party arising or relating to the willful or negligent acts (active or passive) or omissions (including, without limitations, any willful or negligent acts (active or passive) or omissions relating to Section 2 of this Agreement) of CTI, its officers, employees or agents. This indemnity provision shall include any Claim from and against any and all third party against Subscriber, its officers, employees, and agents for (i) the infringement of any patent, copyright, trademark, service mark, trade name, trade secret or similar proprietary rights regarding Intellectual Property Rights (or license, access, or use rights therein) provided by CTI to Subscriber under this Agreement. The acceptance of said services by Subscriber shall not operate as a waiver of such right of indemnification. CTI agrees that it shall not settle any Claim unless Subscriber and its Affiliates, as applicable, are unconditionally released from any liability as part of any settlement. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any Intellectual Property Rights by the combination of a product (including the ChargePoint™ Services) furnished by CTI with other elements not furnished by CTI if such infringement would have been avoided by the use of the CTI product (including in conjunction with the CTI furnished ChargePoint™ Services) alone.

7.2 INDEMNIFICATION OF CTI AND THE NETWORK OPERATOR BY SUBSCRIBER. Provided that Subscriber has sole control of such defense and/or settlement and CTI does not take a position adverse to CTI, to the fullest extent permitted by law, Subscriber shall defend CTI, the Network Operator, and their respective distributors, authorized agents, directors, shareholders, officers, agents, employees, permitted successors and assigns against any Claim brought by a third party alleging that Subscriber's or any of its Affiliates' use of the ChargePoint™ Network or ChargePoint™ Services in violation of the terms of this Agreement infringes or misappropriates the Intellectual Property Rights of any third party or violates applicable law, and to pay costs and damages finally awarded in any such suit or agreed to by Subscriber in settlement with such third party (including reasonable attorney's fees and expenses), provided that Subscriber is notified promptly in writing of the suit and at Subscriber's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Subscriber agrees that it shall not settle any Claim unless CTI, the Network Operator, and their respective distributors and/or other authorized representatives, as applicable, are unconditionally released from any liability as part of any settlement.

7.3 None.

7.4 None.

7.5 EXCLUSIVE REMEDY. The foregoing states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party with respect to any Claim described in this Section 7.

7.6 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. None of CTI, the Network Operator, any of their respective distributors, other authorized representatives, or Subscriber shall have any liability whatsoever to the other with respect to damages (including, without limitation, any damages arising out of or connected with the loss of data) caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked Charging Stations to the ChargePoint™ Network; (iii) interruptions attributable to unauthorized ChargePoint™ Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with CTI or the Network Operator.

8. TERM AND TERMINATION.

8.1 TERM OF AGREEMENT. This Agreement shall become effective on the date Subscriber executes this Agreement and shall continue until December 31, 2013 or, if earlier, the date this Agreement is otherwise terminated pursuant to its terms.

8.2 TERM OF PURCHASED SUBSCRIPTIONS. Subscriptions purchased by Subscriber commence on the start date specified in the Purchase Order and shall continue for the applicable subscription term specified therein for each Subscription or until the Purchased ChargePoint™ Services provided pursuant to any Subscription are otherwise terminated, changed or canceled by the Network Operator or Subscriber as allowed by the terms and conditions set forth herein.

8.3 None.

8.4 TERMINATION.

(a) BY THE NETWORK OPERATOR. This Agreement and the Purchased ChargePoint™ Services furnished hereunder may be immediately suspended or terminated: (i) if Subscriber is in material violation of any of Subscriber's obligations under this Agreement, provided, that Subscriber shall be given written notice of such violation and if cured within thirty (30) days of such notice, any suspension or termination of Purchased ChargePoint™ Services shall be restored and this Agreement shall continue in effect, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review, (iv) upon notice of a non-frivolous claim or litigation filed against CTI or threatened non-frivolous claim or litigation provided to CTI regarding CTI's legal authority to provide the services under this Agreement; or (v) if, pursuant to the terms of this Agreement, the Network Operator is permitted the right to terminate upon the occurrence of an event or events.

(b) BY SUBSCRIBER. This Agreement may be terminated by Subscriber for cause: (i) upon thirty (30) days written notice given to the Network Operator alleging a material breach of this Agreement and the alleged breach remains unremedied at the expiration of such period, (ii) the Network Operator becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review, (iv) upon notice of a non-frivolous claim or litigation filed against Subscriber or threatened non-frivolous claim or litigation provided to Subscriber regarding Subscriber's legal authority to operate a Charging Station under this Agreement; or (v) if, pursuant to the terms of this Agreement, Subscriber is permitted the right to terminate upon the occurrence of an event or events. This Agreement may also be terminated by Subscriber upon the voluntary deactivation and removal from registration via the applicable Network Web Portal of all Networked Charging Stations owned by Subscriber and its Affiliates from the ChargePoint™ Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of prepaid Subscription Fees as a result of such termination.

8.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 8.4(b) or the election of the Network Operator to terminate this Agreement pursuant to Section 8.4(a)(iii), the Network Operator shall refund to Subscriber the pro-rata portion of any pre-paid Subscription Fees for the remainder of the applicable Subscription Term for all Subscriptions after the effective date of termination. Upon any termination for cause by the Network Operator pursuant to Section 8.4(a)(i), (ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the ChargePoint™ Network, Subscriber shall pay any unpaid Subscription Fees covering the remainder of the Subscription Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any

liability for the payment of Subscription Fees or Session Processing Fees for any period prior to the termination date.

9. AMENDMENT OR MODIFICATION. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed by both parties; provided, that subject to any applicable Purchase Order the Network Operator may change the Session Authorization Fee and/or the Session Processing Fee as provided in Schedule I.

10. WAIVER. The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

11. FORCE MAJEURE. Except with respect to payment obligations, neither the Network Operator nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11. APPLICABLE LAW. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law (the "Applicable Law") and the state and federal courts of California in Santa Clara County shall have exclusive jurisdiction over any claim arising under this Agreement.

12. None.

13. SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CTI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto as contemplated hereby.

14. SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

15. ASSIGNMENT. CTI and the Network Operator may each assign its rights and obligations under this Agreement; provided that within ninety (90) days of any such assignment, CTI or the Network Operator, as the case may be, shall provide written notice to Subscriber of the fact of such assignment. In the event of any assignment by

CTI and/or Network Operator, Subscriber may, in its sole discretion, terminate this Agreement by providing notice of same to CTI and/or Network Operator within fifteen (15) days of receiving notice of such assignment. In the event of termination by Subscriber pursuant to this Section, CTI shall pay Subscriber the amount set forth in Section 8.5 of this Agreement.

16. NO AGENCY OR PARTNERSHIP CREATED BY THIS AGREEMENT. CTI, in the performance of this Agreement, and in its role as the Network Operator, is an independent contractor. In performing its obligations under this Agreement, CTI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CTI and any Subscriber to be created by this Agreement.

17. ENTIRE AGREEMENT. This Agreement, Schedule 1 and the applicable Purchase Orders of Subscriber contain the entire agreement between the Parties and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings in respect to the subject matter hereof. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any Purchase Order, the Purchase Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation (excluding Schedule 1 and Purchase Orders) shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

18. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

19. INSURANCE. CTI agree to have and maintained the policies set forth in Exhibit A, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to the approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if approved in writing by the Risk Manager. CTI agrees to provide City with a copy of said policies, certificates, or endorsements before any services is provided under this Agreement.

COULOMB TECHNOLOGIES, INC.

By: Praveen K. Mandal

Name: Praveen K. Mandal

Title: President

SUBSCRIBER:

By: Mark Giovanni

Name: MARK GIOVANNETTI

Title: PURCHASING OFFICER

APPROVED AS TO FORM

John John
DEPUTY CITY ATTORNEY

Schedule 1: Subscriber Session Transaction Fee Schedule 1

Fee Schedule

For Each Charging Session using ChargePass™ Card and Each Charging Session Using Credit Card

Session Authorization Fee² - \$0.50 per Session

Session Processing Fee³ - 7.5% of Session Fees

1 Subscriber is required to separately subscribe for the ChargePoint™ Network Standard Service in order to activate its Charging Stations on the ChargePoint™ Network.

2 The Session Authorization Fee may not be increased more than once in any twelve (12) month period or more than the greater of (i) ten percent (10%) or (ii) the Consumer Price Index rate of change promulgated by the United State Bureau of Labor Statistics with respect to the 12-month period just then ended when any notice of change is given by CTI to Subscribers.

3 CTI may increase the Session Processing Fee payable pursuant to this Agreement at any time after July 1, 2011, upon not less than one hundred eight (180) days notice (the "Notice Period") given by electronic notice posted to the Subscriber Portal and sent to each individual Subscriber Account, and any such change shall thereafter be binding and enforceable with respect to Subscriber after the expiration of such Notice Period; provided, further, that the Session Processing Fee may not be increased by more than one percentage point in any twelve (12) month period, nor in the aggregate, increased to more than twenty percent (20.00%) of Session Fees at any time.

EXHIBIT A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS. CTI shall procure and maintain for the duration of this Agreement (or for such longer periods as may be specified below) insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by CTI, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the this Agreement.

D-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

There shall be no endorsements reducing the scope of coverage required above unless approved by the Subscriber's Risk Manager.

D-2 Minimum Limits of Insurance

CTI shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

D-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, Subscriber. At the option of Subscriber, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Subscriber, its officials, employees, agents and contractors; or CTI shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified Subscriber.

D-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

- a. Subscriber, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, CTI; products and completed operations of CTI; premises owned, leased or used by the CTI; or automobiles owned, leased, hired or borrowed by CTI. The coverage shall contain no special limitations on the scope of protection afforded to the Subscriber, its officials, employees, agents and contractors.
- b. CTI's insurance coverage shall be primary insurance as respects Subscriber, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by Subscriber, its officials, employees, agents or contractors shall be excess of the CTI's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Subscriber, its officials, employees, agents, or contractors.
- d. Coverage shall state that CTI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of Subscriber, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against Subscriber, its officials, agents and contractors.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Subscriber, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

D-5 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the Subscriber's Risk Manager.

D-6 Verification of Coverage

CTI shall furnish Subscriber with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the CTI's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

D-7 Subcontractors

CTI shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.