

# ENVIROSPARK NETWORKS, INC.

## EV CHARGING STATIONS INSTALLATION AND SERVICES AGREEMENT

Client: Name: DeKalb County Government/DeKalb County Sheriff's Office  
d/b/a: (if applicable) N/A

Information: Organization type (e.g., corporation, LLC): Government  
Address: 1300 Commerce Dr. 6<sup>th</sup> Floor\_  
City: Decatur State: GA  
Contact: Zachery L. Williams, COO Phone: 404-371-2174  
Contact Temetris Atkins, Chief Deputy Phone 404-298-8157  
Effective Date: July 20, 2023 (the "Effective Date")

State of organization: Georgia

Zip:30030

Email: zllwilliams@dekalbcountyga.gov  
Email: tatkins@dekalbcountyga.gov

The Agreement (as defined below) is entered into by the parties for the purpose of installing on the premises of Client (as defined below) EV charging-station equipment to provide Client and its customers and business invitees with EV charging functionality at the applicable premises. This signature page, together with the attached General Terms and Conditions (Exhibit A), the attached Equipment Installation Schedule (Exhibit B), and any other documents attached to this signature page or incorporated into the Agreement by reference or attachment (including any additional Equipment Installation Schedule(s) substantially in the form of additional attachments, comprise the agreement between EnviroSpark Networks, Inc. ("EnviroSpark") and Client regarding its subject matter (the "Agreement"). (The person or entity identified as Client above is referred to in the Agreement as "Client.") Capitalized terms used in this signature page have the meanings ascribed to them in this signature page or elsewhere in the Agreement. To the extent there are any inconsistencies between the terms and conditions contained in Exhibit A of the Agreement and those of any of the other exhibits or other documents attached to or incorporated into the Agreement, the terms and conditions contained in Exhibit A of the Agreement shall control.

The Agreement will be in effect from the Effective Date and will remain in effect for the initial term identified below (the "Initial Term") and any succeeding renewal terms, unless earlier terminated in accordance with the Agreement.

Initial Term:	Five (5) years from the Effective Date, contingent on site walk to confirm site layout
Installation/Services Fee:	\$1600 per month during the Term, payable monthly and subject to annual adjustment by EnviroSpark [by an amount not to exceed 5%]
Equipment Ownership	EnviroSpark, as detailed in Exhibit B
Installation and Maintenance	EnviroSpark will pay for all charges to install, commission, maintain and replace the Charging Stations as necessary, with exclusions for vandalism, vehicular damage, and acts of God (including but not limited to lightning and storm/wind damage)
% Revenue Share to Client	100% of net revenues collected by EnviroSpark from use of the equipment at the Client site(s), payable by EnviroSpark to Client on a quarterly basis. "Net Revenue" is defined as Gross Sales less: payment processing fees (\$0.30 per transaction, 2.9% of transaction) and driver web application fees (3%).

Each party has caused this signature page, and therefore the Agreement, to be executed by a duly authorized representative.

**AGREED AND ACCEPTED:**

**ENVIROSPARK NETWORKS, INC.**  
**("ENVIROSPARK")**

By: \_\_\_\_\_  
(Authorized Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**("CLIENT")**

By: J. Atkins  
(Authorized Signature)  
Name: Temetris Atkins  
Title: Chief Deputy, DeKalb County Sheriff

By: \_\_\_\_\_  
(Authorized Signature)  
Name: Zachery L. Williams  
Title: COO, DeKalb County Government

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“General Terms”) are attached to and incorporated into the EnviroSpark Networks, Inc. (“EnviroSpark”) EV Charging Stations Installation and Services Agreement (the “Agreement”) between EnviroSpark and the Client listed on the signature page (“Client”). These General Terms shall apply to all services rendered and made available by EnviroSpark to Client pursuant to the Agreement (“Services”) and to all equipment installed by EnviroSpark at Client premises pursuant to the Agreement (“Equipment”). Capitalized terms used but not otherwise defined in these General Terms shall have the meanings ascribed to them in the Agreement. Client has no obligation to purchase from EnviroSpark or pay for, and EnviroSpark has no obligation to provide to Client: (a) any services that are not specified in the applicable Equipment Installation Schedule, including (without limitation) any services required by the Client after the discovery of any unforeseen, hidden or latent conditions or risks not previously known to EnviroSpark (for example, hidden gas or water lines); Services with respect to conditions and risks described in (a) above will only be provided by EnviroSpark pursuant to a written change order signed by EnviroSpark and the Client specifying the additional Services or equipment required, the prices for them and a proposed schedule for performance or delivery (each a “Change Order”).

**1. Effective Date and Term.** The Agreement will become effective as of the Effective Date set forth on the signature page when signed by duly authorized representatives of both parties and will continue in effect during the Initial Term set forth on the signature page, unless earlier terminated in accordance with the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically renew for successive renewal terms, each of a duration equal to that of the Initial Term (each, a “Renewal Term”). (The Initial Term and all Renewal Terms are collectively referred to as the “Term.”)

**2. Fees and Taxes.** Client shall pay to EnviroSpark the fees specified on the signature page. The Services fees are those specified on the signature page (as adjusted from time to time in accordance with the Agreement) and include all taxes required by law to be remitted by EnviroSpark, except that if by mistake of fact, EnviroSpark fails to include any additional taxes required but not collected, EnviroSpark may invoice Client for such additional taxes. If EnviroSpark is required to pay sales, use, property, value-added or other taxes based on the Services or equipment provided under the Agreement, such taxes shall be billed to and paid by Client. EnviroSpark acknowledges and agrees that it shall be EnviroSpark’s obligation to report as income all compensation received by EnviroSpark pursuant to the Agreement in connection with any payments made to EnviroSpark by Client pursuant to the Agreement.

**3. Payment.** Services Fees shall be due and payable as set forth on the signature page. First year of Services Fees due and payable upon completion of the installation as determined by EnviroSpark. Services fees for all subsequent years will be due and payable on the anniversary of the Effective Date of this Agreement.

**4. USE.** The property and location of Equipment as shown in Exhibit B (the “Property”) shall be used by EnviroSpark for the installation and operation of electric vehicle charging stations, together with equipment adequate to serve the needs of electric vehicle drivers, business invitees and other users of the charging stations, and for activities incidental thereto, which shall include billing functionality, maintenance, upgrade and improvement to any of Licensee’s improvements as deemed necessary or appropriate by Licensee (the “Use”).

**5. Warranties.** Client represents and warrants to EnviroSpark that: (a) it is duly organized and validly existing under the laws of its state of incorporation or other formation; (b) it has the right, power and authority to enter into the Agreement; (c) it is the owner of the Property on which installation of Equipment will take place as specified in the Agreement or that Client is a tenant of such premises and has obtained from the owner of the Property all permissions and authority required to enable the installation of the Equipment as specified in the Agreement; (d) it has the right, power and authority to enter into the Agreement and it and its employees and subcontractors have the same to fully perform all of its obligations hereunder and that the execution of the Agreement has been duly authorized by all necessary corporate action; (e) it shall maintain throughout the Term at Client’s sole expense availability to EnviroSpark of electrical service and communications services (wireless, hardwired, or other) suitable to EnviroSpark’s needs for purposes of maintaining the Equipment and related communications for billing and reporting functionality (including, without limitation, such data communication lines as to enable EnviroSpark to obtain a reasonable cellular communications signal at the exterior of the Site for EnviroSpark’s data communication purposes; and (f) entering into, and fully performing all of its obligations under, the Agreement does not and will not violate nor conflict with any agreement or obligation existing between EnviroSpark and any third party. Client warrants and covenants to EnviroSpark that, throughout the Term of this Agreement, it shall not provide to any third party a license for purposes of construction, operation, or use of Charging Stations that may be used for purposes of charging electric vehicles. EnviroSpark represents and warrants that: (v) it is duly organized and validly existing under the laws of its state of incorporation or other formation. Client acknowledges and agrees that EnviroSpark is not responsible for availability of electrical service or availability of communications

(wireless, hardwired, or otherwise), nor is EnviroSpark liable for any intrusions into the communications network, and that EnviroSpark does not warrant the following: (w) that the Client’s use of these services will be uninterrupted, timely, secure, free from error, or meet the Client’s requirements, (x) that all content and other information obtained by the Client from or in connection with the functionality of these services will be accurate and reliable, (y) that defects in operation or functionality will be corrected, or (z) that any content obtained through EnviroSpark services will be obtained by Client lawfully, and Client obtains any such content at its own discretion and risk, and bears all risk and responsibility resulting from such access. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO PERFORMANCE OF SERVICES UNDER THE AGREEMENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN (IF ANY) CONSTITUTE CLIENT’S EXCLUSIVE REMEDIES AND ENVIROSPARK’S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

**6. Indemnification.** Client shall indemnify and hold harmless, and at EnviroSpark’s request defend, EnviroSpark, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) that arise out of or relate to: (a) any breach of any representation or warranty of Client set forth in Section 5 of these General Terms; (b) any third party claim or threat thereof brought against EnviroSpark alleging bodily injury or property damage caused by the negligence or willful misconduct of Client; and (c) any claim or threat thereof made by any person (including Client) alleging bodily injury or personal property damage caused by EnviroSpark’s removal of Equipment from the premises on which the Equipment is installed, except to the extent caused by the gross negligence or willful misconduct of EnviroSpark. EnviroSpark shall indemnify and hold harmless, and at Client’s request defend, Client, and its successors and assigns (and its and their officers, directors, employees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys’ fees and court costs) which arise out of or relate to: (y) any breach of any representation or warranty of EnviroSpark set forth in Section 4 of these General Terms; and (z) any third party claim or threat thereof brought against Client alleging bodily injury or property damage caused by the gross negligence or willful misconduct of EnviroSpark. The indemnified party will: (w) promptly notify the indemnifying party in writing of the receipt of any claim that is covered by this Section 6; (A) give the indemnifying party all reasonably requested information that Client has concerning such claim; (B) give the indemnifying party sole authority to control the defense and settlement of any such claim; and (C) if applicable, reasonably cooperate with and assist the indemnifying party, at the indemnifying party’s request and expense, in the defense and settlement of the claim. The indemnified party’s failure to provide written notice of, or information concerning, or authority to control, or cooperation with respect to, any such claim will not relieve the indemnifying party from any liability under this Section 6 unless the indemnifying party’s defense is prejudiced by lack of, or late, notice. The indemnified party may participate, at its own expense, in the defense of such claim and in any settlement discussions with counsel of its choice, provided that the indemnifying party shall retain sole control over the defense. The indemnifying party will: (X) if applicable, defend or settle, at its own expense, any such claim; (Y) keep the indemnified party advised of the status of any of its defense or negotiation efforts; and (Z) afford the indemnified party a reasonable opportunity to review and comment on significant actions planned to be taken by the indemnifying party with respect to such claim. The indemnifying party’s defense and indemnity requirements in this Section 6 shall not apply to the extent such claim was based upon the indemnified party’s negligence or willful misconduct or any settlement of such claim made by the

indemnified party without such indemnifying party's prior written consent.

7. **Confidentiality.** Client may have access to information that is treated as confidential and proprietary by EnviroSpark, including, without limitation, the existence and terms of the Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, sourcing, personnel, and operations of EnviroSpark, its affiliates and its suppliers and customers, in spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information"). Client shall: (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of EnviroSpark in each instance, and (c) not use any Confidential Information for any purpose except as required to assist EnviroSpark in the performance of the Services. Client shall notify EnviroSpark immediately in the event Client becomes aware of any loss or disclosure of any Confidential Information.

8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ENVIROSPARK'S AGGREGATE LIABILITY TO CLIENT FOR ALL CAUSES OF ACTION ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) EXCEED THIRTY THOUSAND DOLLARS (\$30,000). IN NO EVENT SHALL ENVIROSPARK HAVE ANY LIABILITY TO CLIENT FOR LOST PROFITS OR LOST REVENUE, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, OR FOR ANY CLAIM MADE AGAINST ENVIROSPARK BY CLIENT RELATED TO OR ARISING OUT OF THE AGREEMENT, EVEN IF ENVIROSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. **Compliance with Laws.** EnviroSpark shall perform all of its obligations under the Agreement in compliance with all applicable federal laws and regulations of the United States, and Client shall be responsible for identifying to EnviroSpark any state, county, parish, municipal or other local ordinances, regulations, codes or permits required to be adhered to or obtained in the performance of the installation(s) pursuant to the Agreement (collectively, "Laws"). To the extent that compliance with any Laws identified by Client after EnviroSpark has submitted an Estimate to Client or the parties have entered into an Equipment Installation Schedule, the parties will negotiate in good faith and as promptly as practicable a change order specifying the revisions to the scope of work, price, payment and schedule required by such compliance.

10. **No Waivers.** No failure on the part of any party hereto to exercise, and no delay by any such party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto of any breach or default (in any term or condition of the Agreement) shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

11. **Severability.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreement illegal, invalid or unenforceable. If any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect.

12. **Termination.** Either party may terminate the Agreement in its entirety or any ancillary documents attached hereto or issued hereunder for the other party's material breach thereof if such breach remains uncured for thirty (30) days after receipt by the breaching party of written notice thereof; provided, however, that in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. In addition, in the event that a party breaches its confidentiality obligations contained herein, the non-breaching party may immediately terminate the Agreement without any opportunity for cure. Upon the expiration or termination of the Agreement for any reason, Client shall permit EnviroSpark to gain access to the Site(s) on which the equipment is located and to remove the EnviroSpark-installed equipment. If, for any reason whatsoever, EnviroSpark should not receive (and continue to enjoy) approval for the

installation and use of electric vehicle charging stations, or other equipment and improvements from any required governing authority or regulatory agency, or sufficient electrical, telephone and other communication to the Property required for the Use or deemed necessary by EnviroSpark, EnviroSpark shall have the option to terminate this Agreement forthwith without penalty, and remove all equipment and improvements installed thereon. Client may terminate this Agreement at any time upon thirty (30) days' prior written notice for its convenience, without cause; provided, however, that within thirty (30) days after any such termination for Client's convenience, Client shall pay to EnviroSpark as liquidated damages (and not as a penalty, it being difficult to ascertain actual damages that would result from such termination) an amount equal to the unpaid Services Fees remaining in the Term.

13. **Survival.** Any section of the Agreement that is expressly stated to, or by its nature should, survive termination or expiration of the Agreement, will survive such termination or expiration.

14. **Insurance.** During the Term, EnviroSpark and Client shall each maintain, at its sole expense, public liability and property damage insurance with respect to the Property and Equipment with a reputable company licensed by the State of Georgia to provide such insurance. Such policy shall have limits for personal injury of at least \$500,000.00 with respect to one person, and at least \$1,000,000.00 with respect to more than one person in any one occurrence, and at least \$100,000.00 for property damage. Each such party's policy shall name the other party as an additional insured, as their interests may appear, and shall provide that the insurer may not change or cancel such insurance without giving fifteen (15) days' prior written notice to the other party. Each of EnviroSpark and Client shall furnish the other party with a copy of the applicable certificate of insurance upon such other party's request.

15. **Notices.** All notices and other communications required or contemplated hereunder shall be in writing and shall be deemed to have been duly given upon delivery in person or upon receipt, if mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses appearing on the signature page.

16. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement in whole or in part.

17. **Assignment.** Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any of its rights or obligations under the Agreement; provided, however either party may assign, sell, transfer, delegate or otherwise dispose of the Agreement or any of its rights and obligations hereunder to its Affiliates or as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of Client's assets, sale of stock, change of name or like event. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, shall be null and void.

18. **Successors.** The Agreement shall be binding upon and inure to the benefit of its parties' hereto and their respective successors and assigns.

19. **Headings.** The headings as to the contents of the particular paragraphs are inserted only for convenience and shall not be construed as a part of the Agreement or as a limitation on the scope of any of the terms or provisions of the Agreement.

20. **Relationship of Parties.** EnviroSpark and Client are not principal and agent, employer and employee, partners or joint-venturers, and neither party has any authority to obligate or bind the other.

21. **Force Majeure.** Each party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party, which contingencies include acts of God, war, riot, power failures, fires, and floods.

22. **Counterparts; Facsimile, Electronic and Digital Signatures.** The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each party may rely upon the facsimile signature of the other. In addition, at all times while the Agreement is in force, each party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each party expressly agrees (except with respect to documents required to be signed in the

presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a sufficient signing of the record. Execution of the Agreement at different times and places by the parties shall not affect the validity hereof.

**23. Conflict of Terms.** These General Terms and the other terms and conditions of the Agreement supersede any terms or conditions forming a part of EnviroSpark's proposal or estimate or any terms or conditions that may be included on any purchase order or other standard form of document submitted by Client. Fulfillment of Client's purchase order for Services or Equipment does not

constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend the Agreement in any way.

**24. Entire Agreement.** The Agreement supersedes all prior discussions and agreements between parties with respect to the subject matter hereof, and the Agreement contains the sole and entire agreement between parties with respect to such subject matter. The Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any terms or conditions forming a part of EnviroSpark's proposal or which may be included on or contained in any purchase order or other standard form of document provided by Client are expressly rejected and shall be of no force or effect on the terms herein.

**EXHIBIT B**

**EQUIPMENT INSTALLATION SCHEDULE**

Equipment List:

- (16) Universal 40A Charging Station
- (16) EV charging only Signs
- (1) Necessary Installation Labor

Description: Envirospark to install 16 single port stations to replace the 16 120v outlets currently existing

