



**STATEMENT OF WORK #3436570000151311195
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 2058 1/4 W 120th St, Hawthorne, CA, 90250 - Holly Park (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated March 25, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

- (v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

- (vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311039
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 3851 W El Segundo Blvd. Hawthorne, CA 90250 - Hawthorne Memorial Senior Center (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated July 11, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

(v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:

- (1) Provision of all necessary parts to rectify any physical defects in a Station.
- (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
- (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
- (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

(vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311093
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 3851 W El Segundo Blvd. Hawthorne, CA 90250 - Hawthorne Memorial Senior Center (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated July 11, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

(v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:

- (1) Provision of all necessary parts to rectify any physical defects in a Station.
- (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
- (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
- (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

(vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311133
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 5302 W 136th St, Hawthorne, CA, 90250 - Holly Glen Park (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated July 11, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“**Maintenance Service**”) of electric vehicle charging stations (“**Stations**”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“**Charging Service**”), together with Maintenance Service the “**Services**”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“**Commissioning**”) is substantially complete (the “**Commissioning Date**”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “**Initial Term**”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“**Early Termination**”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “**Early Termination Fee**”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

- (v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

- (vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000162994051
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 12051 Hawthorne Blvd, Hawthorne, CA, 90250 - Hawthorne Police Department (Fleet) (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated March 25, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

- (v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

- (vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311225
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 12051 Hawthorne Blvd, Hawthorne, CA, 90250 - Hawthorne Police Department (Fleet) (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated March 25, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination,



including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client's net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie's sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications ("**Equipment Coverage Period**"). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie's receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.
- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargie the commensurate Level 3

Charging Station maintenance package, Chargie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.

- (v) Notwithstanding the foregoing, Chargie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.

- (vi) Station Uptime Objective: Chargie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargie.

(b) Assumptions and Exclusions. Chargie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargie and/or the Station manufacturer (“**Product Specifications**”). Chargie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or any time after Maintenance Services have commenced. Client’s Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as “**Replacement Parts**”) under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client’s property, while any



returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any



Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis ("**Electricity Rate**"), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users ("**Retail Rate**"), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie's ability to charge or bundle ancillary



fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie's Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement ("EULA") governs Client's use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie's website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company's subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie's work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client's Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client's expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third



party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311081
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 14100 Prairie Ave, Hawthorne, CA 90250 or C/O Cordary and 139th, Hawthorne - Jim Thorpe Park (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated March 25, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early



Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination, including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client’s net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie’s sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications (“**Equipment Coverage Period**”). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie’s receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or

vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.

- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargeie the commensurate Level 3 Charging Station maintenance package, Chargeie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.
- (v) Notwithstanding the foregoing, Chargeie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.
- (vi) Station Uptime Objective: Chargeie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargeie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargeie.

(b) Assumptions and Exclusions. Chargeie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargeie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargeie and/or the Station manufacturer (“**Product Specifications**”). Chargeie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or



any time after Maintenance Services have commenced. Client's Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as "**Replacement Parts**") under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client's property, while any returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to



the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and



load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

(ii) Client agrees to provide and bear the cost of electricity at each Station. Client will set a rate for electrical consumption by the Stations(s) on a per kWh basis (“**Electricity Rate**”), which rate may be modified by the Client from time to time. Chargie shall utilize the Electricity Rate to calculate the Chargie retail rate for Charging Service to Station users (“**Retail Rate**”), and any ancillary or bundled fees for the Charging Service shall be invoiced and collected from Station users by Chargie on a per-use, monthly or quarterly basis. Nothing herein shall limit Chargie’s ability to charge or bundle ancillary fees to Station users, including but not limited to penalty fees, taxes, regulatory fees and payment processing fees.

(d) Customer Support. Chargie shall provide customer support to Station users for the Charging Service. Client shall be responsible for promptly notifying Chargie if it becomes aware of any failure of the Stations or the Charging Service.

(e) Terms of Use. All Station users shall be required to agree to Chargie’s Terms and Conditions located at <https://www.chargie.com/terms-and-conditions>, which may be updated from time to time. Chargie shall have the right to deny access to the Charging Service to users who violate the Terms and Conditions.

(f) End User License Agreement. The Chargie End User License Agreement (“**EULA**”) governs Client’s use of any Chargie software that is pre-installed, downloaded, installed or otherwise provided in connection with any of the Services pursuant to this SOW. The Chargie EULA, as may be updated from time to time, is hereby incorporated by reference herein and Client agrees to comply with all terms and conditions of the Chargie EULA with respect to its use of any Chargie software. The current version of the Chargie EULA may be found on Chargie’s website at <https://www.chargie.com/end-user-license-agreement>.

4.3 Restriction on Other Derived Services. Chargie shall be the exclusive provider of Charging Services at the Property. Client shall not utilize the Stations or the Charging Service for the purpose of deriving, creating or otherwise offering end user services or applications to others. Client shall not enter roaming relationships with other electric vehicle charging operators or allow another company’s subscribers or users to access to the Stations, whether or not the Client receives financial or other compensation for such relationship.

5. Change Management.

5.1 Chargie’s work shall be limited to the Services described in Section 4 above. Any changes to the Scope of Work, the Services or Project schedule will be considered by the parties within a reasonable time in advance following written notification from one party to the other. Any changes may thereafter be arranged by the parties by entering into either a change order to this SOW or through a separate SOW.

5.2 Lapsed Coverage. If Client’s Maintenance Service has expired for more than one-hundred-eighty (180) days, a site readiness inspection by Chargie and/or its operations and repair partners, may be required to renew Maintenance Service for those Stations. Any necessary inspection or work to bring the Stations into compliance shall be at Client’s expense.

5.3 Transfers. Any relocation of Stations will require a new Commissioning before the commencement or resumption of Maintenance Service for that Station. Maintenance Service is specific to



the Stations and their locations within the Property for which the Maintenance Service was initially purchased. If Client sells or transfers its Stations with an active Maintenance Service contract to a third party, and those Stations are relocated or transferred from the original locations at the Property, Maintenance Service cannot be transferred without the prior written consent from Chargie.

5.4 Unless otherwise agreed in writing by the parties, no other document or communications shall commit Client to Services beyond what is described in this SOW.

6. Service Fees.

6.1 Service Fees. Fees for the Charging Services as of the Effective Date of this Agreement, are twenty-five cents (\$0.25) per kWh (the “**Chargie Service Fee**”) which may be updated by Chargie from time to time during the Term and shall be billed to the Station users. Chargie shall remit payment to Client for electrical consumption at Stations (“Electricity Fees”), which shall be calculated by multiplying the total electrical consumption in kWh at the station by the Electricity Rate that Client sets for the station. If the Retail Rate for any station is set to zero cents (\$0.00) per kWh, the Chargie Service Fee for that station: (1) shall be retained by Chargie from any Electricity Fees generated at the property, and (2) any remaining balance shall be invoiced to Client and payable within thirty (30) days. Electricity Fees plus any additional parking penalty fees applicable to the property shall be remitted to Client per the terms of the Agreement.

7. Approvals.

7.1 The individuals signing below represent that each is an authorized person as described in the Agreement and is entitled to bind his or her party to this SOW.

[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date:



**STATEMENT OF WORK #3436570000151311069
FOR MAINTENANCE AND CHARGING SERVICES**

This Statement of Work (this “SOW”) dated as of August 13, 2025 (“SOW Effective Date”), by and between Chargie, LLC (“Chargie”) and City of Hawthorne (“Client”) for the premises located at 14100 Prairie Ave, Hawthorne, CA 90250 or C/O Cordary and 139th, Hawthorne - Jim Thorpe Park (“Property”) is entered into under and in accordance with the provisions of the General Services Agreement between Chargie and Client, dated March 25, 2025 (the “Agreement”), and such documents as are referenced in either shall constitute the terms for Chargie to provide maintenance, support, network and charging services to Client as described in this SOW. Additional or conflicting terms contained in any Client purchase order, standardized form or correspondence are expressly unenforceable under this SOW unless such terms and conditions are contained in an amendment to the Agreement or this SOW, duly executed by both parties.

1. Overview. This SOW describes the services to be performed by Chargie and Client in relation to (i) the physical operation, monitoring and maintenance (“Maintenance Service”) of electric vehicle charging stations (“Stations”) acquired from Chargie or its authorized representatives and certified by Chargie; and, (ii) the provision of electric charging to user vehicles, including authentication, account management, electricity disbursement, rating and billing, network and connectivity services including Station access to and use of, as well as any electronic transmission sent, received, posted, accessed, or stored in, any managed connectivity services, and electric vehicle driver customer service (“Charging Service”), together with Maintenance Service the “Services”), all as set forth in Section 4 (Scope of Project) hereto.

2. Definitions. All terms defined herein shall have the same meaning as the Agreement, unless the context indicates otherwise.

3. Term.

3.1 The term of this SOW shall begin on (i) the date on which the installation contemplated by an Equipment and Installation SOW is substantially complete or (ii) the date on which a mutually agreed upon operational readiness milestone (“Commissioning”) is substantially complete (the “Commissioning Date”). The term of this SOW will begin on the Commissioning Date and continue for thirty-six (36) months (the “Initial Term”). After the Initial Term and provided this SOW is not terminated early pursuant to Section 3.2 hereof or Section 5 of the Agreement, this SOW shall automatically renew for consecutive twelve (12) month periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), at the then-current fee rates, unless either party provides the other with written notice of its election not to renew this SOW not less than ninety (90) days prior to the expiration of the then-current Term. Notwithstanding the foregoing, in no event shall the Term, including the Initial Term and all Renewal Terms, exceed a total of sixty (60) months from the Commissioning Date.

3.2 Notwithstanding the foregoing, prior to the expiration of the Term, this SOW may be terminated for convenience with ninety (90) days prior written notice by either Party (“Early Termination”). In the event of Early Termination by Client, Client agrees to pay a fee of fifty dollars (\$50.00) per Station port which shall be applied for each month remaining of the Term (the “Early



Termination Fee”). If Chargie assists Client to facilitate the transition to a new network or service provider, applicable fees may be charged.

3.3 Upon expiration or termination of this SOW, including an Early Termination, Chargie and Client shall carry out their then-remaining obligations under this SOW through the date of the termination, including without limitation, the obligation to pay all amounts then due within two (2) weeks from the date of such expiration or termination (and any amounts subsequently coming due when they come due). No refund of any prepaid Service Fees will be granted for terminations for convenience. The provisions of this Section 3.3 and the obligation of Client to make payments shall apply to Client even if Client’s net account is negative at the time of expiration or termination.

4. Scope of Work.

4.1 Maintenance Service. Maintenance Service is available to Clients whose Station equipment installation has been Commissioned by Chargie or to Clients who engage a Chargie authorized reseller or certified installation partner for site preparation and installation of Station equipment. Chargie and/or its operations and repair partners, at Chargie’s sole election, will provide parts, labor and other services as outlined herein.

(a) Monitoring, Management and Repair.

- (i) Chargie shall maintain the Stations as necessary to provide Charging Services to drivers at the Property. Such maintenance activities shall include managing and modifying the configuration of equipment and devices, monitoring of the Stations, equipment troubleshooting, and the maintenance and repair of the Station equipment, subject to the terms of this SOW. Chargie will provide real-time, remote network monitoring to assure that the Stations are active. Chargie will proactively monitor the Stations and will use commercially reasonable efforts to proactively remedy identified issues with Stations. Chargie will provide Client access to an online portal for live monitoring of the Stations.
- (ii) If this Maintenance and Charging Services SOW has not expired or been terminated, for up to five (5) years from the original Station equipment installation date or Commissioning Date, whichever is earlier, Chargie shall provide all Station equipment and parts needed to correct any defect in the materials and ensure that Station equipment functions in line with the Product Specifications (“**Equipment Coverage Period**”). For clarity, Station equipment and parts and corrections to be provided hereunder are limited to the Station equipment and do not cover any issues related to installation or electrical infrastructure.
- (iii) Except as otherwise provided, Chargie shall ensure that all labor is performed, on-site, if necessary, to correct any defect in the materials or workmanship of the Charging Station in a prompt and professional manner. Chargie shall provide a response to Client no later than one (1) business day from the date Chargie becomes aware of an issue and shall initiate any onsite repairs for impacted Station equipment within three (3) business days of Chargie’s receipt of necessary parts or as otherwise agreed between Chargie and Client. Chargie shall perform repairs caused by accidents, theft or

vandalism that affect Station equipment functionality. For avoidance of doubt, only labor, not parts, is covered for repairs related to accidents, theft and vandalism.

- (iv) In the event Client has purchased Level 3 Charging Stations and provided that Client has also purchased from Chargeie the commensurate Level 3 Charging Station maintenance package, Chargeie shall provide the maintenance services described in this SOW with respect to such stations for the term of the Level 3 Charging Station maintenance package purchased (“**L3 Equipment and Maintenance Coverage Period**”). For clarity the term of the Equipment Coverage Period and the L3 Equipment and Maintenance Coverage Period are considered to be unique and separate.
- (v) Notwithstanding the foregoing, Chargeie’s obligation to provide maintenance with respect to Station equipment or devices, including any equipment and/or devices purchased by Client pursuant to an Equipment and Installation SOW shall be limited to:
 - (1) Provision of all necessary parts to rectify any physical defects in a Station.
 - (2) Operation of each Station in accordance with its published specifications, excluding any issues related to installation or electrical infrastructure.
 - (3) Remote, proactive and automated monitoring of Stations and triage with respect to any detected Station that may be impaired or defective.
 - (4) On-site labor, as needed, to address remediations, repairs or replacements for the Stations.
- (vi) Station Uptime Objective: Chargeie will provide a ninety-nine percent (99%) annual Station uptime objective, which means the percentage of time that a Station can dispense energy during the twelve (12) month period beginning on the Commissioning Date and each subsequent anniversary, provided that, such uptime objective is subject to the exclusions described in Section 4.1(b) (Assumptions and Exclusions) herein. Any failure by Chargeie to maintain the annual station uptime objective shall not constitute a breach of this Agreement by Chargeie.

(b) Assumptions and Exclusions. Chargeie will provide Maintenance Services to Stations only upon satisfying the installation validation, electrification and activation requirements (“**Commissioning**”) as outlined and mutually agreed in an executed Equipment and Installation SOW.

(i) Product Specifications. If Chargeie does not perform installation and Commissioning of Station(s), Client is responsible for ensuring Station(s) are installed in accordance with the product specifications, including but not limited to any site preparation, installation, and/or activation guides, published by Chargeie and/or the Station manufacturer (“**Product Specifications**”). Chargeie may charge Client for any costs associated with responding to an issue caused by Client’s failure to install Station(s) in accordance with the Product Specifications discovered while performing Commissioning or



any time after Maintenance Services have commenced. Client's Maintenance Service will not begin until such installation defect has been remedied.

(ii) Replacement Parts and Stations. Replacement parts or Stations that have been replaced (referred to collectively as "**Replacement Parts**") under Maintenance Service provided by Chargie may consist of remanufactured or reconditioned parts or Stations. In cases where the exact Station model is no longer manufactured or available, a Station with substantially similar functionality may be provided. All Replacement Parts provided under Maintenance Service become Client's property, while any returned parts or Stations, regardless of warranty status, become the property of Chargie. Replacement Parts are covered by Maintenance Services for the remaining duration of the Equipment Coverage Period or for ninety (90) days from the date of delivery, whichever is later.

(iii) Exclusions from Coverage. Chargie assumes no responsibility for repairing, replacing, monitoring, or servicing anything other than Stations and the equipment related directly to provision and operation of network and connectivity services. This includes, but is not limited to, the physical mounting and electrical wiring of Stations, as well as the performance of any additional devices installed in connection with the Stations. Furthermore, Maintenance Service does not cover the testing of Stations with non-commercially available vehicles. The provision of labor for Maintenance Services will be provided on an as-available basis. Additionally, Chargie's obligations under Section 4 of this SOW do not extend to defects or service repairs resulting from:

- (1) Cosmetic damage such as scratches and dents;
- (2) Normal aging or fading of colors due to exposure to the elements;
- (3) Normal wear and tear, including damage or deterioration of charging cables
- (4) Except as provided in Section 4.1(a)(iii), abuse, vandalism, damage or other problems caused by accidents or negligence (including but not limited to physical damage from being struck by a vehicle)
- (5) Use of the Station in a way other than as specified in the applicable documentation;
- (6) Unauthorized installation, alteration, modification, or relocation of the Station;
- (7) Use of the Station with software, parts, or supplies not provided by Chargie;
- (8) Issues related to vehicle-to-Station interoperability or communication;
- (9) Damage resulting from extreme power surge, extreme electromagnetic field or any other acts of nature;
- (10) Force Majeure Events or unforeseeable circumstances beyond Chargie's reasonable control that prevent fulfillment of Chargie's obligations; and
- (11) Stations not installed in accordance with the terms of this SOW.

(iv) Costs Not Covered. Except as otherwise provided for herein, all hardware and equipment warranties for each Station are provided pursuant to the Statement of Work for Chargie Equipment and Installation Services between Client and Chargie. Should Chargie discover that a Station is not functioning and is not otherwise covered by a manufacturer's warranty or as part of this Maintenance and Charging Services SOW, Client agrees to pay Chargie for all costs and expenses incurred in connection with the repair service ("**Not Covered Repair Costs**"). Not Covered Repair Costs may encompass expenses for investigations, equipment rental, equipment replacement, engineering, travel and other reasonable expenses necessary.

4.2 Charging Service.

(a) OEM Usage. Client will cause users of the Stations to exclusively utilize the charging adapters supplied by the Original Equipment Manufacturer ("**OEM**") of each vehicle using the Stations. Client acknowledges and understands that usage of third-party adapters may result in damage to



the user's vehicle and/or the Stations and could potentially lead to bodily injury. Client acknowledges and agrees that any damage or liability arising from the use of non-OEM adapters will be Client's responsibility, and Client will be solely responsible for all associated repair costs and any resulting liabilities.

(b) Network and Connectivity. Network and connectivity services include radio devices, switch devices, gateways, and related peripheral equipment (the "**Network Access Equipment**") that collectively deliver wireless or wired Internet connectivity to the Stations. All communications, connectivity, and networking equipment, networking hardware, and software used in connection with any Station, including without limitation all intellectual property rights therein, is and shall remain the exclusive property of Chargie and/or its licensors or affiliates, and Client agrees to exercise reasonable care in protecting such items from damage or theft, and to comply with all Chargie's instructions relating to their proper maintenance and operation. In the event of termination of this Agreement for any reason, Chargie will have the right, but not the obligation, to remove or disable all such networking equipment, hardware and software at no cost to Client. Chargie will have exclusive rights and access to manage and operate the Network Access Equipment. Network Access Equipment placement is based on the Chargie design. Given the nature of wireless communications transmission including, without limitation, its dependence on licensed and unlicensed radio frequency spectrum, and Client's power and asset mounting facilities, Chargie cannot provide any assurance as to the reliability or availability of the network and connectivity services.

(i) Network Access Equipment Installation. Chargie or Client shall install the Network Access Equipment at the Property at such time as may be agreed upon by the parties. Client acknowledges that Chargie or Client may be required to install wiring inside the Property in order to install the Network Access Equipment. Client further understands that the Network Access Equipment and wiring may need to be mounted to walls and/or ceilings in order for the network and connectivity services to properly function.

(ii) Suspension of Network and Connectivity Services. Chargie may, without liability, and without prior notice, suspend, block, terminate, or otherwise disable all or any portion of the network and connectivity service to Client for as long as it reasonably deems necessary in any of the following circumstances:

- (1) Client's use of equipment is (i) not approved by Chargie, (ii) defective where Chargie reasonably believes that equipment behavior may materially and negatively impact Chargie's Services or the underlying Internet service provider's network, or (iii) illegal;
- (2) Any network element exceeds data-specific usage thresholds provided;
- (3) Authentication of the Client's access is not possible;
- (4) Chargie reasonably determines that Clients' conduct is causing substantial interference, technical issues or otherwise is materially detrimental to Chargie, the Services, other customers, or the underlying Internet service provider's network.

(c) Electricity Costs and User Billing.

(i) Chargie shall have the exclusive rights to operate the Stations for Charging Services at the Property. Client shall provide Chargie access to the Stations, at no cost to Chargie. Chargie shall have the right to charge fees to Station users, to require users to perform an action to gain access (including agreeing to be bound by Chargie's Terms and Conditions), and to define the performance parameters and other components of the Charging Service, such as electricity distribution throughput and



load balancing, service quality, number of simultaneous Station users supported, customer care, loyalty and roaming programs, support levels, security features and other service features.

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[Signature Page Follows]



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

Chargie, LLC	City of Hawthorne
Signed:	Signed:
Print name:	Print name:
Title:	Title:
Date:	Date:

Chargie, LLC (FOR INTERNAL USE ONLY)
Signed:
Print name:
Title:
Date: