

TOMS LLC SITE HOST AGREEMENT

Effective Date: [DATE]

This Site Host Agreement (“Agreement”) is entered into by and between TOMS LLC (“TOMS,” “Company,” “Platform,” or “Marketplace”) and the individual, business entity, property owner, property manager, charging station operator, fleet operator, municipality, or other customer accepting this Agreement (“Site Host,” “Customer,” or “Client”). TOMS and the Site Host may each be referred to as a “Party” and collectively as the “Parties.”

By accessing, registering for, utilizing, or otherwise engaging with the TOMS platform, website, software application, dispatch services, or related offerings, Site Host agrees to be legally bound by this Agreement.

1. PURPOSE OF PLATFORM

TOMS operates a technology-enabled platform designed to facilitate the reporting, management, coordination, dispatch, documentation, and payment processing of maintenance, troubleshooting, repair, inspection, and operational support services related to electric vehicle charging infrastructure and associated equipment.

TOMS functions as:

- a technology provider;
- service coordination platform;
- work order management system;
- communication facilitator;
- and payment administration platform.

Unless expressly stated in a separate written agreement, TOMS is not:

- the manufacturer of charging equipment;
- the owner of charging equipment;
- the installer of charging equipment;
- the direct provider of maintenance services;
- the employer of Service Partners;
- or the guarantor of infrastructure performance.

Site Host acknowledges that services may be performed by independent third-party Service Partners operating through the Platform.

2. ACCOUNT REGISTRATION AND ACCURACY

Site Host shall provide accurate, complete, and current information regarding:

- business identity;
- authorized representatives;
- site ownership or management authority;
- billing information;
- equipment inventory;
- site access requirements;
- emergency contacts;
- and operational requirements.

Site Host shall promptly update information upon any material change.

TOMS may rely upon information provided by Site Host and shall not be liable for inaccuracies, omissions, or outdated information supplied by Site Host.

3. SITE ACCESS AND AUTHORIZATION

Site Host represents and warrants that it possesses the legal authority to:

- request services;
- authorize work;
- permit access to the site;
- authorize repairs;
- and incur charges associated with requested services.

Site Host shall provide:

- safe access to equipment;
- necessary site permissions;
- parking and access instructions;
- safety information;
- and any known hazards.

Site Host shall disclose known conditions that may impact safety, performance, or service delivery.

Failure to provide accurate site information may result in delays, additional costs, or inability to perform services.

4. CUSTOMER RESPONSIBILITIES

Site Host remains solely responsible for:

- ownership and operation of its equipment;
- compliance with applicable laws;
- obtaining required approvals;
- utility coordination;
- network provider relationships;
- manufacturer warranty administration;
- and business decisions regarding repairs, maintenance, upgrades, or replacements.

Site Host acknowledges that TOMS does not assume operational control of Site Host facilities or infrastructure.

5. SERVICE REQUESTS

Site Host may submit service requests through the Platform, including:

- maintenance requests;
- troubleshooting requests;
- outage reports;
- inspections;
- emergency dispatches;
- preventive maintenance;
- warranty-related support;
- and other infrastructure-related services.

Submission of a request does not guarantee:

- acceptance;
- dispatch;
- service availability;
- response times;

- repair completion;
 - or successful restoration of equipment.
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6. SERVICE PARTNER RELATIONSHIPS

Site Host acknowledges and agrees that Service Partners are independent businesses.

TOMS does not:

- supervise field personnel;
- control methods of work;
- direct repair procedures;
- employ Service Partners;
- or guarantee Service Partner performance.

Site Host understands that TOMS facilitates connections between Site Hosts and Service Partners through the Platform.

Nothing in this Agreement creates an employment, agency, joint venture, or partnership relationship between TOMS and any Service Partner.

7. PRICING, FEES, AND PAYMENT

Site Host agrees to pay all applicable:

- subscription fees;
- service fees;

- dispatch fees;
- maintenance fees;
- emergency response fees;
- processing fees;
- taxes;
- and approved work charges.

TOMS may collect payments on behalf of Service Partners and may deduct applicable Platform fees before remitting funds.

Site Host authorizes TOMS to:

- process payments;
- charge approved payment methods;
- recover unpaid balances;
- collect late fees where permitted;
- and offset refunds or credits.

Failure to pay amounts due may result in account suspension or termination.

8. ESTIMATES AND ADDITIONAL WORK

Any estimates provided through the Platform are informational only unless expressly approved.

Additional work outside the original scope may require:

- revised estimates;
- additional approvals;
- supplemental authorizations;
- or additional charges.

Site Host shall be responsible for charges associated with approved additional work.

9. EMERGENCY SERVICES

Emergency dispatch requests may involve:

- after-hours rates;
- expedited service fees;
- travel charges;
- diagnostic fees;
- or premium response pricing.

TOMS does not guarantee emergency response times, technician availability, or successful restoration of equipment.

10. EQUIPMENT PERFORMANCE DISCLAIMER

Site Host acknowledges that EV charging infrastructure performance may be affected by factors outside the control of TOMS, including:

- manufacturer defects;
- network connectivity issues;
- utility outages;
- software failures;
- vandalism;
- environmental conditions;
- third-party systems;

- warranty limitations;
- and equipment age.

TOMS does not guarantee:

- charger uptime;
- charging performance;
- equipment compatibility;
- network availability;
- software functionality;
- energy throughput;
- revenue generation;
- or business outcomes.

11. MANUFACTURER WARRANTIES

TOMS is not the manufacturer of charging equipment and does not provide manufacturer warranties.

Manufacturer warranties remain solely between Site Host and the applicable manufacturer.

Examples may include equipment manufactured by companies such as:

- ChargePoint
- EVgo
- Blink Charging
- Wallbox

TOMS makes no representation regarding warranty coverage eligibility.

12. SITE SAFETY AND HAZARDS

Site Host shall disclose known:

- electrical hazards;
- environmental hazards;
- construction activities;
- restricted access conditions;
- dangerous conditions;
- and safety concerns.

Site Host shall maintain reasonably safe premises for visitors and Service Partners.

13. CUSTOMER DATA AND PRIVACY

Site Host grants TOMS permission to collect, process, store, and utilize information necessary to operate the Platform and coordinate services.

TOMS shall process information in accordance with its Privacy Policy.

Site Host shall not upload:

- unlawful content;
 - malicious software;
 - confidential third-party information without authorization;
 - or information prohibited by applicable law.
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14. PLATFORM AVAILABILITY

TOMS does not guarantee uninterrupted operation of the Platform.

The Platform may experience:

- maintenance periods;
- outages;
- upgrades;
- interruptions;
- cyber incidents;
- or third-party service failures.

Platform access is provided on an “AS IS” and “AS AVAILABLE” basis.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law, TOMS shall not be liable for:

- lost profits;
- lost revenue;
- business interruption;
- charger downtime;
- lost charging transactions;
- lost incentives;
- indirect damages;
- incidental damages;
- consequential damages;

- punitive damages;
- or special damages.

TOMS shall not be liable for:

- Service Partner workmanship;
- delays in service;
- equipment failures;
- manufacturer defects;
- utility outages;
- software failures;
- vandalism;
- cybersecurity incidents beyond reasonable control;
- or force majeure events.

TOMS' total liability shall not exceed the total fees paid by Site Host to TOMS during the six (6) months immediately preceding the event giving rise to the claim.

16. RELEASE OF CLAIMS RELATING TO SERVICE PARTNERS

To the extent permitted by law, Site Host agrees that claims arising directly from:

- workmanship;
- negligence;
- property damage;
- bodily injury;
- code violations;

- licensing violations;
- or professional misconduct

performed by a Service Partner shall be pursued directly against the responsible Service Partner.

TOMS shall not be liable for the acts, omissions, negligence, misconduct, or legal violations of independent Service Partners.

17. INDEMNIFICATION

Site Host shall indemnify, defend, and hold harmless TOMS and its officers, managers, employees, agents, affiliates, successors, and assigns from and against claims arising from:

- Site Host negligence;
 - site conditions;
 - violations of law;
 - unauthorized instructions;
 - misuse of equipment;
 - inaccurate information supplied by Site Host;
 - or breach of this Agreement.
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18. FORCE MAJEURE

TOMS shall not be liable for delays or failures resulting from events beyond reasonable control, including:

- natural disasters;
- utility outages;

- acts of government;
 - labor disputes;
 - cyber attacks;
 - telecommunications failures;
 - supply chain disruptions;
 - pandemics;
 - severe weather;
 - or acts of terrorism.
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19. ELECTRONIC CONSENT AND SIGNATURES

Site Host agrees that:

- electronic signatures;
- click-through acceptance;
- digital acknowledgments;
- electronic notices;
- and electronic records

shall have the same legal force and effect as handwritten signatures under applicable electronic transaction laws.

Site Host consents to receiving all communications electronically.

20. DISPUTE RESOLUTION

This Agreement shall be governed by the laws designated by TOMS in its Terms of Service and applicable dispute resolution provisions.

Any dispute arising out of or relating to this Agreement shall be resolved through the dispute resolution procedures established by TOMS, including mediation and/or binding arbitration where permitted by law.

21. TERMINATION

TOMS may suspend or terminate Site Host access for:

- nonpayment;
- fraud;
- misuse of the Platform;
- unlawful conduct;
- abusive behavior;
- security concerns;
- or violation of this Agreement.

Site Host may terminate its account subject to payment of all outstanding obligations.

22. SURVIVAL

The following provisions shall survive termination:

- Payment obligations
- Confidentiality obligations

- Limitation of liability
 - Indemnification
 - Dispute resolution
 - Releases
 - Intellectual property protections
 - Electronic records provisions
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23. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written discussions regarding the subject matter herein.

TOMS may modify this Agreement upon notice through the platform or website.

Continued use of the platform constitutes acceptance of revised terms.