

# TOMS LLC SERVICE PARTNER AGREEMENT

**Effective Date: [DATE]**

This Service Partner Agreement (“Agreement”) is entered into by and between Technical Operations and Maintenance Solutions (“TOMS LLC”), a California limited liability company (“TOMS,” “Company,” “Platform,” or “Marketplace”), and the individual or entity accepting this Agreement (“Service Partner,” “Contractor,” or “Provider”). TOMS and Service Partner may be referred to herein individually as a “Party” and collectively as the “Parties.”

By registering for, accessing, or utilizing the TOMS platform, website, software application, dispatch systems, or related services, Service Partner acknowledges and agrees to be legally bound by this Agreement.

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## 1. PURPOSE OF AGREEMENT

TOMS operates a technology-enabled infrastructure service coordination platform that facilitates connections between property owners, site hosts, fleet operators, charging station operators, infrastructure managers, and independent third-party field service providers for electric vehicle charging infrastructure maintenance, inspection, troubleshooting, repair, operational support, and related services.

TOMS is not a licensed general contractor, electrical contractor, field service employer, or direct provider of maintenance services unless explicitly stated in a separate written agreement.

Service Partner acknowledges that TOMS functions solely as:

- a technology platform;
- dispatch coordination system;

- work order facilitation service;
- communication intermediary;
- and payment processing facilitator.

TOMS does not supervise, direct, or control the means, methods, techniques, sequences, safety procedures, or performance of field work conducted by Service Partner.

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## **2. INDEPENDENT CONTRACTOR RELATIONSHIP**

Service Partner is and shall remain an independent contractor at all times.

Nothing contained in this Agreement shall be interpreted or construed to create:

- an employer-employee relationship,
- partnership,
- franchise,
- joint venture,
- agency relationship,
- or fiduciary relationship between TOMS and Service Partner.

Service Partner:

- retains sole discretion regarding acceptance or rejection of service opportunities;
- controls the manner and means of performing services;
- supplies its own labor, supervision, tools, vehicles, equipment, devices, and materials;
- shall not represent itself as an employee, representative, or authorized agent of TOMS.
- and is solely responsible for all aspects of its business operations, including but not limited to:
  - hiring, supervision, compensation, discipline, and termination of personnel;
  - wages, salaries, payroll taxes, benefits, and employment obligations;
  - worker classification determinations;

- licenses, permits, certifications, and registrations;
- vehicles, tools, equipment, materials, and operating expenses;
- insurance coverage;
- workplace safety and regulatory compliance;
- training and qualification of personnel;
- customer interactions and service performance;
- taxes, fees, assessments, and governmental obligations;
- and any liabilities arising from the performance of services.

Service Partner shall have no authority to bind TOMS to contracts, warranties, representations, liabilities, or obligations of any kind.

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### **3. ELIGIBILITY, LICENSING, AND QUALIFICATIONS**

Service Partner represents and warrants that it:

- possesses all licenses, certifications, permits, registrations, and governmental approvals required to perform services;
- maintains all legally required trade qualifications;
- complies with all federal, state, county, municipal, and regulatory requirements;
- employs properly trained and qualified personnel;
- and will perform all work in accordance with applicable industry standards and manufacturer specifications.

Where applicable, Service Partner shall maintain:

- electrical contractor licenses;
- low-voltage licenses;
- OSHA compliance;
- EVITP certifications;
- high-voltage qualifications and training;
- manufacturer-required certifications;

- utility-required qualifications;
- and any federal, state, local, utility, customer, or jurisdiction-specific qualifications required for the services being performed.

Service Partner shall immediately notify TOMS of:

- expired licenses,
- disciplinary actions,
- governmental citations,
- investigations,
- suspensions,
- or regulatory enforcement actions.

TOMS reserves the right to suspend or terminate access immediately upon any lapse in qualification or compliance.

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## **4. INSURANCE REQUIREMENTS**

Throughout participation on the Platform, Service Partner shall maintain insurance coverage in commercially reasonable amounts, including but not limited to:

(a) Commercial General Liability

Minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

(b) Workers' Compensation

Coverage as required by applicable law.

(c) Commercial Automobile Liability

Coverage for owned, hired, and non-owned vehicles used in connection with services.

#### (d) Employer's Liability

Where applicable.

#### (e) Professional Liability / Errors & Omissions

If performing diagnostic, engineering, commissioning, consulting, or technical advisory services.

Service Partner shall immediately notify TOMS of any cancellation, non-renewal, lapse, suspension, material reduction in coverage, or modification of required insurance policies.

Service Partner shall provide updated certificates of insurance and proof of renewal upon request and upon expiration or renewal of any required policy.

TOMS may require Service Partner to provide information, documentation, certifications, records, verifications, audits, inspections, or other materials, including but not limited to:

- certificates of insurance;
- endorsements;
- licenses;
- permits;
- training records;
- background checks;
- proof of qualifications;
- proof of renewal upon expiration.

Service Partner acknowledges that acceptance of work assignments while lacking required insurance, licenses, certifications, or qualifications constitutes a material breach of this Agreement and may result in immediate suspension, termination, indemnification obligations, and liability for resulting damages.

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## 5. SERVICE STANDARDS AND OPERATIONAL REQUIREMENTS

Service Partner agrees to perform all services:

- professionally,
- safely,
- competently,
- ethically,
- and in accordance with all applicable laws, codes, manufacturer guidelines, and industry standards.

Service Partner shall:

- exercise reasonable care with customer property and infrastructure;
- avoid unnecessary damage;
- maintain professional conduct;
- accurately document work performed;
- upload required photos, diagnostics, reports, and completion documentation;
- communicate truthfully regarding repairs and recommendations;
- and obtain customer authorization before performing additional billable work.

Service Partner must:

- maintain clean work areas,
- secure equipment,
- restore work sites,
- remove debris,
- follow site rules.

Service Partner shall not:

- engage in fraudulent billing;
- engage in discrimination;
- engage in sexual harassment;
- engage in threatening, abusive, intimidating, violent, or disruptive conduct;
- engage in unlawful conduct;
- possess or use illegal drugs while performing Services;
- perform Services while impaired by alcohol or drugs;
- engage in theft, fraud, or dishonesty;
- access areas outside authorized work areas;
- photograph or record individuals without authorization;
- misuse customer information;
- violate customer workplace policies;
- engage in conduct reasonably likely to damage the reputation of TOMS;
- falsify reports or photographs;
- intentionally inflate pricing;
- perform unauthorized repairs;
- misrepresent qualifications;
- tamper with equipment outside the scope of authorization;
- or use counterfeit or unsafe materials.

Service Partner acknowledges that EV charging systems involve energized electrical equipment and agrees to follow all applicable safety protocols and lockout/tagout procedures where required.

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## **6. WORKMANSHIP WARRANTY**

Service Partner shall be solely responsible for damage caused by its negligence, misconduct, unauthorized modifications, improper repairs, improper testing procedures, or failure to follow manufacturer specifications.

Service Partner warrants that all Services performed pursuant to any work order, dispatch, assignment, service request, customer engagement, or other opportunity facilitated, coordinated, referred, sourced or made available through TOMS shall be performed:

- (a) In a professional and workmanlike manner;
- (b) In accordance with applicable laws, regulations, codes, and safety requirements;
- (c) In accordance with manufacturer specifications and industry standards; and
- (d) Free from defects arising from faulty workmanship for a period of thirty (30) days following completion of the applicable Services.

If TOMS or the Site Host reasonably determines that Services were not performed in accordance with applicable industry standards, manufacturer requirements, or the requirements of this Agreement, Service partner shall, at its own expense, promptly return to the site and correct such deficiencies.

This workmanship warranty shall not apply to failures resulting from normal wear and tear, manufacturer defects, third-party modifications, vandalism, utility issues, environmental conditions, misuse, or causes beyond the reasonable control of Service Partner.

Nothing in this section shall create any warranty obligation on the part of TOMS.

## **7. PLATFORM USE AND TECHNOLOGY REQUIREMENTS**

Service Partner receives a limited, revocable, non-transferable license to use the TOMS platform solely for authorized business purposes.

Service Partner shall not:

- share login credentials;
- reverse engineer the platform;
- misuse customer data;
- interfere with system functionality;
- scrape platform data;
- upload malicious code;

- manipulate ratings or reviews;
- or use the platform for unlawful activity.

All data, software, workflows, dispatch systems, branding, processes, documentation, and intellectual property associated with TOMS remain the exclusive property of TOMS.

TOMS reserves the right to:

- monitor platform activity,
  - audit records,
  - investigate complaints,
  - suspend accounts,
  - or remove Service Partner access at its sole discretion.
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## **8. FEES, PAYMENTS, AND PLATFORM COMMISSIONS**

TOMS may charge:

- platform fees,
- referral fees,
- subscription fees,
- dispatch coordination fees,
- processing fees,
- or percentage-based commissions.

Applicable fees may be modified upon notice through the platform.

Service Partner authorizes TOMS to:

- process payments;

- deduct commissions;
- offset refunds or chargebacks;
- withhold disputed amounts;
- and recover amounts owed to TOMS.

Service Partner remains solely responsible for:

- taxes,
- payroll obligations,
- permits,
- business expenses,
- and operational costs.

TOMS makes no guarantee regarding:

- minimum job volume,
- revenue,
- earnings,
- customer demand,
- or work availability.

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## **9. NON-CIRCUMVENTION AND CUSTOMER SOLICITATION**

Service Partner acknowledges that TOMS invests substantial resources into customer acquisition, dispatch systems, operational workflows, and platform development.

Accordingly, Service Partner agrees not to:

- solicit TOMS customers outside the platform;
- redirect customers to off-platform payment arrangements;

- circumvent TOMS fees;
- or use customer information obtained through TOMS for unauthorized independent business purposes.

This restriction applies during the term of participation and for a period of 24 months following the last interaction with a customer sourced through TOMS, to the extent permitted under applicable law.

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## **10. CONFIDENTIALITY AND DATA PROTECTION**

Service Partner shall maintain the confidentiality of:

- customer information,
- site data,
- access credentials,
- pricing,
- infrastructure configurations,
- operational procedures,
- and proprietary platform information.

Service Partner shall implement commercially reasonable safeguards to protect customer and platform data from:

- unauthorized access,
  - disclosure,
  - theft,
  - or misuse.
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## **11. INCIDENT REPORTING**

Service Partner shall immediately report to TOMS:

- injuries,
- fires,
- electrical faults,
- damaged infrastructure,
- environmental hazards,
- security incidents,
- customer disputes,
- property damage,
- or governmental investigations arising from services performed.

Failure to timely report incidents constitutes a material breach.

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## **12. WARRANTIES AND DISCLAIMERS**

Service Partner represents, warrants, and covenants that:

- (a) It possess and shall maintain all licenses, permits, certifications, registrations, qualifications, and authorizations necessary to perform the Services;
- (b) All personnel performing Services are properly trained, qualified, competent, and authorized to perform such Services;
- (c) All Services shall be performed in a professional, safe workmanlike, and commercially reasonable manner consistent with applicable industry standards;
- (d) All Services shall comply with applicable federal, state, local, municipal, utility, regulatory, safety, environmental, and building code requirements;
- (e) All Services shall be performed in accordance with applicable manufacturer specifications, technical requirements, operating procedures, and warranty requirements;
- (f) All information provided to TOMS is true, accurate, complete, and not misleading;

- (g) Service Partner shall not knowingly perform Services while lacking required licenses, certifications, qualifications, insurance coverage, or legal authority to perform such Services; and
- (h) Service Partner shall promptly notify TOMS of any event that could materially affect Service Partner's ability to perform Services in accordance with this Agreement.

#### TOMS DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, WEBSITE, SOFTWARE, DISPATCH SERVICES, WORK ORDER SYSTEMS, COMMUNICATION TOOLS, AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TOMS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, RELIABILITY, OR PERFORMANCE.

TOMS DOES NOT WARRANT OR GUARANTEE:

- (a) any minimum volume of work assignments, projects, customers, revenue, or earnings;
- (b) the quality, safety, legality, timeliness, licensing status, insurance status, qualifications, performance, workmanship, or conduct of any Service Partner;
- (c) uninterrupted operation of the Platform;
- (d) availability of customers or work opportunities;
- (e) compatibility with any specific equipment, hardware, software, network, charging system, or manufacturer; or
- (f) any particular business outcome, financial result, operational result, or performance metric.

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## 13. INDEMNIFICATION

Service Partner shall defend, indemnify, and hold harmless TOMS from and against any and all claims, demands, causes of action, liabilities, damages, injuries, losses, penalties, fines, judgements, settlements, costs, expenses, and attorneys' fees arising out of, relating to, resulting from, connected with, or associated with:

- electrical work;
- energized systems;
- EV charging infrastructure;
- commissioning activities;
- troubleshooting activities;
- software or network modifications;
- equipment damage;
- personal injury;
- property damage;
- code violations;
- permit violations;
- environmental incidents;
- regulatory actions;
- or Service Partner's performance of services.

arising out of, relating to, resulting from, connected with, or in any way associated with:

- negligence,
  - misconduct,
  - regulatory violations,
  - property damage,
  - bodily injury,
  - worker classification claims,
  - employment disputes,
  - data breaches,
  - breach of this Agreement
  - etc.
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## **14. LIMITATION OF LIABILITY**

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

- indirect damages,
- incidental damages,
- consequential damages,
- punitive damages,
- lost profits,
- business interruption,
- equipment downtime,
- or loss of business opportunity.

TOMS' aggregate liability under this Agreement shall not exceed the total fees paid by Service Partner to TOMS during the six (6) months preceding the claim.

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## **15. SUSPENSION AND TERMINATION**

TOMS may suspend or terminate access immediately for:

- safety concerns,
- customer complaints,
- fraudulent conduct,
- regulatory violations,
- expired insurance,
- license lapses,
- misuse of the platform,
- or conduct harmful to TOMS' reputation.

TOMS may terminate participation at any time, with or without cause, subject to applicable law.

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## **16. ELECTRONIC SIGNATURES AND CONSENT**

Service Partner agrees that:

- electronic signatures,
- digital acknowledgments,
- click-through acceptance,
- and electronic records

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

- the Electronic Signatures in Global and National Commerce Act (“ESIGN”),
- and applicable Uniform Electronic Transactions Acts (“UETA”).

Service Partner consents to receiving notices, agreements, disclosures, and records electronically.

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## **17. LAW AND DISPUTE RESOLUTION**

This Agreement shall comply with all applicable federal, state, local, municipal, and regulatory requirements in jurisdictions where services are performed.

Any dispute arising from this Agreement shall be resolved through:

- binding arbitration,
- mediation,

- or courts located in Los Angeles, California,

as determined by TOMS in its discretion, to the extent permitted by law.

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## **18. 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.